

LEGAL & GENERAL

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

THE
PERFECTED SYSTEM
OF
LIFE
ASSURANCE.

Total Funds - - £7,500,000.
Income, 1910 - - £1,024,000.

TRUSTEES.
THE EARL OF HALSBURY.
The Hon. Mr. Justice DEANE.
ROMER WILLIAMS, Esq., D.L., J.P.
CHAS. P. JOHNSON, Esq., J.P.
ROBERT YOUNGER, Esq., K.C.

Chairman.
ROMER WILLIAMS, Esq., D.L., J.P.
Buckmaster, S. O., Esq., K.C., M.P.
Channell, The Hon. Mr. Justice.
Deane, The Hon. Mr. Justice.
Farrer, Henry L., Esq.
Finch, Arthur J., Esq., J.P.
Fulford, John S., Esq., J.P.
Frere, John W. C., Esq.
Grant-Moek, A., Esq., J.P. (Devizes).
Haldane, Francis G., Esq., W.S.

DIRECTORS.
Deputy-Chairman.
CHARLES P. JOHNSON, Esq., J.P.
Healey, Sir C. E. H. Gladwyck
K.C.B., K.C.
Masterman, Henry Chauncy, Esq.
Rawle, Thomas, Esq.
Rider, Jno. E. W., Esq.
Saltwell, Wm. Henry, Esq.
Tweddle, E. W., Esq.
Younger, Robert, Esq., K.C.

BONUS RECORD.

1891	-	-	36/-	%	per annum, compound.
1896	-	-	38/-	%	" " "
1901	-	-	38/-	%	" " "
1906	-	-	38/-	%	" " "

WHOLE LIFE ASSURANCE AT MINIMUM COST UNDER
THE SOCIETY'S PERFECTED MAXIMUM TABLE.

ALL CLASSES OF LIFE ASSURANCE AND
ANNUITIES GRANTED.

ESTATE DUTIES. Policies are granted at specially low rates for Non-Profit Assurances, and these are particularly advantageous for the purpose of providing Death Duties and portions for younger children.

LOANS. These are granted in large or small amounts on Reversionary Interests of all kinds and other approved Securities, and transactions will be completed with a minimum of delay.

HEAD OFFICE: 10, FLEET ST., LONDON, E.C.

The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1855.)

LONDON, MARCH 9, 1912.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

CURRENT TOPICS.....	337	LEGAL NEWS.....	347
INCIDENCE OF ESTATE DUTY.....	340	COURT PAPERS.....	348
THE EFFECT OF THE CONVEYANCING ACT, 1911.....	341	WINDING-UP NOTICES.....	349
LAW STUDENTS' JOURNAL.....	345	CREDITORS' NOTICES.....	350
OBITUARY.....	347	BANKRUPTCY NOTICES.....	351
		PUBLIC GENERAL STATUTES.....	

Cases Reported this Week.

Cavendish's Settlement, Re. Grosvenor v. Lady Buller and Others.....	344
Cohen v. Arthur and Another. Cohen v. Cohen.....	344
Great Central Railway Co. v. Balby-with-Hexthorpe Urban District Council. Attorney-General v. Great Central Railway Co.....	343
Lazarus v. Cairn Line of Steamships (Lim.).....	345
Leach v. The Director of Public Prosecutions, On Behalf of His Majesty.....	342
Nunburnholme, Deceased, Re. Wilson v. Nunburnholme. Perry & Co. v. Hessin & Co.....	343
Rex v. Justices of Wiltshire.....	345
Russell v. Amalgamated Society of Carpenters and Joiners.....	342

Current Topics.

The New County Court Judge.

THE transfer of Judge LINDLEY to Somerset left a vacancy in the Derbyshire County Court, and this has been filled by the appointment of Mr. NAPIER. This appointment is not quite on the lines hitherto pursued by Lord LOREBURN, who usually has selected for these judgeships a circuit practitioner or a common law barrister with a practice in the Commercial Court. Mr. NAPIER, on the contrary, is a Chancery man who has possessed a fair amount of work on the equity side, and who had a distinguished career at the University of London, where he possesses a seat on the University Senate. He sat in Parliament for some years as a Liberal member, but never took a very active or prominent part in political affairs. We are glad to see some recognition of the claims of Chancery barristers on the part of the Lord Chancellor, and it is to be hoped that this branch of the bar—certainly not inferior in learning or experience to the common law bar—will no longer be practically ostracized in the distribution of legal patronage. It is nearly a generation since the Lord Chancellor has been an equity man—surely a strange breach of historical continuity. Again, during the present Liberal and the late Conservative administrations' respective tenures of office, no Chancery man has been given either the office of Attorney-General or that of Solicitor-General. The Judicature Act provided that where the rules of equity and those of common law are in conflict the former were to prevail; but our Lord Chancellors seem to think that the best way of securing this end is the somewhat curious one of conferring nearly all judicial offices on men trained in the traditions of the common law.

The Legal Aspect of the Suffragist Riot.

THE LATEST phase of the militant Suffragist movement has resulted in the infliction of a vast amount of damage upon shopkeepers and insurance companies, who cannot be accused of any active opposition to the claims of their hysterical assailants. To these victims the most interesting question is the frankly material one, whether or not they can get any compensation from the wrongdoers or the public purse. This is not quite so easy a question to decide as it may at first sight appear. Possibly an action for conspiracy against the supposed leader of the movement would secure a verdict for heavy damages against them; but probably the difficulty would arise that the persons sued

would be men or women of straw, who would not be worth powder and shot. Since the organization which is credited with responsibility for these acts of violence is not a corporate body, either at common law or under any statute, its funds could not be seized by any process known to the law. Another alternative is to put in force various sections of the Malicious Damage Act, 1861—the section appropriate varies according to the amount of damage, the nature of the property, and the envioning circumstances attending the offence—which enable a magistrate or judge to add an order for compensation to the sentence passed in the case of the actual perpetrators of each act of outrage. But it would seem that £5 is in most cases the limit of compensation allowed by the statute; and probably even this sum could not be recovered from the wrongdoers. A third alternative is to deliver a claim to the Receiver of the Metropolitan Police for compensation under the Riot (Damages) Act, 1886. But such claim arises only when the loss is not covered by insurance, and therefore is not available at all to the insurance companies. Moreover, it depends on the question of fact as to whether or not the conduct of the window-breakers comes within the legal definition of riot; and that is not the easiest of questions to answer with any certainty.

Are the Militant Suffragists Rioters?

It is well-settled law that a riot is the final outcome of conduct which in its earlier stages constitutes two somewhat less serious offences. An unlawful assembly is an assembly of three or more persons for a purpose forbidden by law, with intent to carry out that common purpose in such a manner as to endanger the public peace, or to give firm and courageous persons in the neighbourhood reasonable grounds to apprehend a breach of the peace (Archbold, p. 1214). When the assembly takes some overt step to execute its unlawful purpose, it becomes a rout (Archbold, p. 1216). And when it has actually executed some part of its purpose it becomes a riot. Those three progressive stages in the building up of the offence may be illustrated in this way. A, B, and C meet at A's house for the purpose of assaulting a cabinet minister; this is an *unlawful assembly*. They then go to the minister's house; they are now a *rout*. Having reached his house they assault him; a *riot* has now taken place (Stephens' Digest of the Criminal Law, p. 56). It is only when the final stage has occurred that damages can be claimed under the Riot (Damages) Act, 1886. It will thus be seen that there are five essential elements in the offence of riot: there must be (1) at least three persons, (2) a common purpose, (3) execution or inception of the common purpose, (4) an intent to carry out the common purpose, if necessary by force, against any person who may resist it, and (5) force or violence sufficient to alarm persons of reasonable firmness and courage: *Field v. Receiver of Metropolitan Police* (1907, 2 K. B. 853). The first three elements are obviously present in the case of the Regent Street window-breakers. As regards the fourth there is, perhaps, some doubt. It might be contended that those who took part in the outrages intended merely to injure property, and did not propose to employ force against persons resisting them. Probably the answer is that the employment of stones and hammers to break the windows of crowded shops, in reckless disregard of the possible injury that the falling glass might do to their inmates, is a sufficient indication of an intention to use force in order to accomplish their purpose. The fifth element, the causing of alarm, is probably proved by the action of the shopkeepers in closing their shops and putting up shutters, as well as by the decision of responsible persons to close various museums and public buildings until the present reign of terror has been ended. But the law of riot is little elucidated by decisions, and attempts to proceed under it, either by way of criminal proceedings or civil suit, would have many ingenious technical objections to encounter.

Plea of Money-lenders Act.

IN *Gant v. Robinson* (Times, 6th inst.), the Court of Appeal have held that a defendant to an action by a money-lender is entitled to raise a defence of illegality under the Money-lenders Act, 1900, notwithstanding that this has not been pleaded. The circumstances of the case were special, and perhaps it would be wrong

to assume that this can be done in an ordinary case; otherwise it might be suggested that the statute was being carried too far. A loan had been made to the defendants, who were trustees, and all save one pleaded the statute. The plea was thus formally before the court, and was held to be successful. It would, therefore, have been a hardship to the remaining defendant if he had been obliged to submit to judgment alone. The R. S. C. provide that "facts shewing illegality either by statute or common law" must be specially pleaded, and these are put on the same footing as the Statute of Frauds and the Statute of Limitations (ord. 19, r. 15). Possibly the rule is qualified by the earlier words referring to such matters as would be likely to take the opposite party by surprise. But no such qualification is recognized with regard to the Statute of Frauds or the Statute of Limitations, and there seems no reason to recognize it with regard to illegality. At the same time a transaction may be tainted with illegality to such an extent that the court will refuse to enforce it in whatever way the illegality is brought to its notice, and this was done in *Scott v. Brown & Co.* (1892, 2 Q. B. 724), a case of rigging the market. But LINDLEY, L.J., founded his judgment on the nature of the transaction. Its object, he said, was to cheat and mislead the public. A loan which is illegal simply because the lender is an unregistered money-lender stands on a very different footing, and, except under special circumstances such as those which existed in the present case, it seems right to insist that a defence founded on the statute shall be specially pleaded.

Total Abstainers as Licensing Justices.

THE COURT of Appeal, on the last day of February, made absolute a rule *nisi* to the justices of Halifax, acting as compensation authority, for a writ of *certiorari* to quash a decision they had given in that capacity (*Ex parte Robinson*, Times, March 1st). The ground of their decision—which was given by Lord Justices VAUGHAN WILLIAMS and FARWELL, while Lord Justice KENNEDY delivered a dissenting judgment—was the very uncommon one of bias, inasmuch as one justice had taken up an attitude which indicated a conflict between his duty as a magistrate to do impartial justice, and his conscientious convictions as a root-and-branch opponent of the liquor trade. The applicant had applied for renewal of his licence; the premises had been referred to the compensation authority by the licensing justices with a report advising its refusal. On the first meeting of quarter sessions (the compensation authority) the justices were evenly divided—five to five; on their next meeting, the licence was refused by six to five. Among the majority was a justice who happened to be a total abstainer and secretary of a local branch of the Order of Rechabites. As a member of that body, he had signed an undertaking which bound him to "discountenance" in all possible ways the "use, manufacture and sale" of all intoxicating liquors. By some mistake this gentleman was erroneously stated in a local newspaper to have voted for and not against the renewal of the licence; he sent to the editor of this paper a letter in which he corrected the mistake, and went on to say: "I should be nothing less than a traitor, considering the position I hold, if I had voted as he states in his letter." This letter was relied on by the applicants as a confession of bias, and was made the foundation of the application for a writ of *certiorari* to the Divisional Court. Mr. Justice COLERIDGE and Mr. Justice HORRIDGE, who constituted the court then taking Crown Paper, refused a rule *nisi*; but the Court of Appeal granted one, and followed it up by the issue of the *certiorari* prayed for. An ingenious attempt was made to argue that the words complained of, "considering the position I hold," referred to the magistrate's position as a justice, and not to his office as secretary of a temperance society. This obviously unreal explanation did not convince VAUGHAN WILLIAMS and FARWELL, L.J.J., who accordingly directed the order of the justices to be quashed on the ground of bias.

"Subject to Formal Contract."

THE RULE is well established that, while documents which in themselves constitute a concluded agreement are not prevented from having that effect by a mere provision that their terms shall be embodied in a formal contract, yet an express provision

that the offer or acceptance is "subject to a formal contract" will be construed according to its obvious meaning, and the parties are not bound till the formal contract has been executed: *Chinrock v. Marchioness of Ely* (4 D. J. & S., p. 646). In *Winn v. Bull* (7 Ch. D. 29) a memorandum of agreement for a lease included, "This agreement is made subject to the preparation and approval of a formal contract." That, said JESSEL, M.R., "means what it says; it is subject to, and dependent upon, a formal contract being prepared. This plain rule of construction was departed from in *North v. Percival* (1892, 2 Ch. 128), where "heads of agreement" for the sale and purchase of land were expressed to be "subject to approval of conditions and form of agreement by purchaser's solicitor," and KEKEWICH, J., held that this was not a condition precedent to a complete contract; but it has been recognized that the decision was open to question (see *Laws of England*, vol. 18, p. 371), and the decision has been doubted by PARKER, J., in the recent case of *Von Hatfeldt-Wilderburg v. Alexander* (1912, 2 Ch. 284). The learned judge held that letters constituting negotiations for a purchase of a leasehold house, in which the purchaser stipulated that her acceptance was subject to a condition that her solicitors should "approve the title to and covenants contained in the lease, the title from the freeholder and the form of contract" did not constitute a concluded contract. He preferred the plain rule laid down by JESSEL, M.R., in *Winn v. Bull*. The authorities cited do not appear to have included *Santa Fé Land Co. v. Forestal Land, &c., Co.* (26 T. L. R. 534), where NEVILLE, J., took the same view of *North v. Percival*, and said that if that case had come before him he would have decided it differently. Having regard to these two later cases, *North v. Percival* may be regarded as overruled.

Private Acts as Conveyances.

IN THE case of *Sunderland Orphan Asylum v. River Wear Commissioners* (1912, 1 Ch. 191), the point was taken that a private Act of Parliament was not, or did not operate as, a conveyance of the lands vested by it in a named corporation. The question at issue was whether the plaintiffs, in whom certain lands were vested by a private Act in 1853, were assignees of the reversion so as to be entitled under the Act of 32 Hen. 8, c. 34, to enforce against the defendants the lessee's covenants in a lease made in 1844 by persons then in possession of the lands, and *de facto* the plaintiffs' predecessors in title. The private Act was passed for the purpose of settling disputed claims to the lands, and of finally vesting them in the plaintiffs subject to the existing lease to the defendants' predecessors in title. It was argued for the defendants that the private Act of 1853 did not operate as a conveyance by the original lessors to the plaintiffs so as to make them grantees or assignees of the reversion within the statute. Mr. Justice WARRINGTON, however, held that, for the purposes of the relations between the plaintiffs and the defendants, the private Act was to "be treated as equivalent to a grant by the" lessors to the plaintiffs, so as to make the latter "grantees or assignees." It was not thought necessary by the learned judge to refer to any authority or even discuss the general principles by which a private Act of Parliament operates as a conveyance. A reference to what is said by BLACKSTONE on the subject is of some interest. In vol. 2 of the *Commentaries* (p. 344 of the original edition) it is said that private Acts have "become a very common mode of assurance; by the ingenuity of some and the blunders of other practitioners" an estate is sometimes "entangled by a multitude of contingent remainders, resulting trusts, springing uses, executory devises, and other artificial contrivances. . . . In these and other cases of the like kind the transcendent power of Parliament is called in to cut the Gordian knot," and the Act so passed is enrolled "as a perpetual testimony of the conveyance or assurance so made." In short, a private Act of Parliament is simply one of the assurances of the realm, when it is used for the purpose of vesting property.

Mr. Edison and Patent Actions in the United States.

THE LEGAL profession, as a rule, knows little of the administration of the patent laws in the United Kingdom. Complaints are, however, occasionally heard of the delay and expense of

patent actions, and recommendations are made as to the provision of permanent assessors who may assist the court in matters of intricacy and difficulty. This being the case, there is some satisfaction in hearing that Mr. EDISON, the American inventor, thinks that the English procedure in patent actions has the advantage in several respects over that in the United States. "My experience of the legal fraternity in America," says Mr. EDISON, "is that scientific subjects are distasteful to them, and that, owing to the procedure in patent suits, the judge seldom reaches the point of the controversy, and the inventor seldom or never gets a decision entirely in his favour." The fault, in Mr. EDISON'S judgment, is due to the procedure under which thousands of pages of testimony on all conceivable subjects, many of them having no possible connection with the invention in dispute, are laid before an overworked judge, after an hour or two of argument. It is quite impossible, in the circumstances, for the judge to extract some essence of justice from these conflicting and misleading statements. "In England," he says, "the case is different. There the judges are face to face with the expert and other witnesses. They get the testimony first hand, and only so much as they need. There are no long-winded briefs or arguments; the case is decided then and there, a few months after the action is brought, instead of many years afterwards, as in this country. And in England, when a cause is decided, it is settled for the whole country; while in the United States, after a patent has been sustained in Boston, it may be disputed in New York, Philadelphia, and so on through all the Federal circuits." It cannot, we think, be doubted that English litigants have an advantage in this last respect over those in the United States.

Possessory Titles and Purchasers.

THE COURT of Appeal have affirmed, in *Re Atkinson & Horsell's Contract* (reported *ante*, p. 324), the decision of SWINFEN EADY, J., (*ante*, p. 71), that a possessory title may be forced on a purchaser in a case where the exact operation of the Statute of Limitations is known, and it is clear that the title of the former owner has been extinguished. This is in accordance with the observation of FARWELL, J., in *Re Nisbett & Pott's Contract* (1905, 1 Ch. p. 401), that, while the court will not compel a purchaser to take a leap in the dark, it is different where a particular objection, apparent on the face of the title as shewn, is covered by possession for the statutory period. The defect is then cured, and the purchaser must take the title. In the present case the title was to commence, according to the contract, with a devise contained in the will of a testator who died in 1842. In 1874 A became entitled, under a subsequent will, as owner in fee, but owing to a mistake as to the title B entered instead. The statute thereupon began to run against A, whose title became extinguished, and the subsequent title was traced through B. In these circumstances the vendor in fact shewed a good title, but it was objected that it was a different title from the title contracted to be sold. The Court of Appeal, however, held (COZENS-HARDY, M.R., and BUCKLEY, L.J., MOULTON, L.J., *diss.*) that there was no objection to a title resting on the Statute of Limitations being interpolated as a step in a title deduced from the stipulated commencement, and the result seems to be correct. The effect of the statute is not to convey the estate of the true owner to the possessor, though it has been described as making a parliamentary conveyance (*Doe v. Sumner*, 14 M. & W. 39). None the less, the title which has been traced to the owner is, for practical purposes, transferred to the possessor. The line of devolution is broken; but the mode in which it is broken is shewn, and a title for the whole period, concluding with a good title in the vendor, is deduced. This, accordingly, the Court of Appeal have held, the purchaser is bound to take.

Judge and Prisoner Playing Cards in Court.

IN A CASE recently tried in Berlin, several persons, including one BUIES, were charged with winning money at games of cards, including Rouge et Noir, by fraud. BUIES was interrogated by the President of the court, and in the course of his reply to questions put to him he asserted that Rouge et Noir was not a game of chance, and offered to prove his statement before the court. His advocate then asked that BUIES might be allowed to

play a game with one of the prisoners, but the President rejected the application, and proposed that he and the prisoner should take part in the game. A table was then arranged, the officials, witnesses and some of the journalists took their places round it, and the game began. The President, who took the bank, having lost in a few minutes 1,400 francs, the prisoner insisted that he had given sufficient proof that Rouge et Noir was not a game of chance, and the case was adjourned. We may assume that it is a general rule of practice to exclude evidence which cannot afford an inference on some point in favour of either party. This is done in order to prevent time from being uselessly consumed and the attention of the jury directed from the real question. This being the case, it is difficult to see why the inquiry as to the nature of the game was relevant to the question before the court. And in any view the action of the judge seems hardly consistent with the dignity of the bench. Some of our judges have possessed varied accomplishments, and have not been wholly unfamiliar with games at cards, but their imagination is possibly somewhat livelier than that of the German officials, and they would, we believe, shrink with alarm from an experiment such as that which we have described.

American Legislation Affecting Strikes.

THE "Black Strike," as it is called, threatens to extend to those who work in the coal-mines of the American Republic. Some feeling has recently been excited by a decision of the Supreme Court of Illinois, which has declared an Act passed by the State Legislature, known as the Tanner Act, unconstitutional, as tending to impair the obligation of contracts. The Tanner Act provided that a concern or individual against whom a strike had been declared could not import a labourer from a foreign state without informing that labourer that a strike was in progress, and could not import labour from such foreign state under guard. The power which the Federal and State courts possess of overriding an Act of the Legislature by declaring it to be unconstitutional, is no doubt of great importance; and we are not surprised to read, in Mr. BRYCE'S work on the American Commonwealth, that the legal profession in the United States look to the courts to save them from the heedlessness or improbity of the Legislature, and will condemn the judge who fails in his duty.

ERRATUM.—"The Modern Law of Contempt." In the Current Topic on this subject last week (p. 319), the sentence "one court can punish," &c. (line 7) should read "one court cannot punish," &c.

Incidence of Estate Duty.

WHERE property passes on the death of a person who is not competent to dispose of it, and it goes as to a specific sum in one direction, and as to the residue in another, it is reasonable that the estate duty should be apportioned between the specific sum and the residue, and this in fact will be done; but it was contended in *Berry v. Gaukroger* (1903, 2 Ch. 116), and again in *Re Charlesworth* (1912, 1 Ch. 319), that the estate duty must fall on the residue, and the specific sum be paid clear to the persons entitled to receive it.

In *Berry v. Gaukroger* (*supra*) real and personal property was given by the will of a testator who died in 1869 on trust for conversion, and for payment of an annuity of £500 to his widow for life; after her death legacies to the amount of £9,000 were to be paid out of the funds, and the residue was given to certain persons named in the will. An administration action was brought, and a sum of Consols was set aside to answer the annuity. The widow died in 1901, and thereupon estate duty became payable upon the Consols; but by virtue of section 21 (1) of the Finance Act, 1894, it was payable only so far as the fund represented real estate of the testator, and this proportion was twelve-seventeenths of the whole amount. The estate duty upon twelve-seventeenths of £9,000 was £223 14s., and, upon the assumption that the £9,000 was liable proportionately with the residue, this sum, as well as legacy duty, was deducted before the £9,000 was distributed among the legatees. It was contended, however, that the entire duty must be borne by the residue; and this

contention succeeded before BUCKLEY, J., but not before the Court of Appeal.

Under section 6 (2) of the Finance Act, 1894, the executor of the deceased pays the estate duty in respect of all personal property of which the deceased was competent to dispose, and he may, to the extent mentioned in the section, pay the duty in respect of other property. Under section 8 (4), where the executor is not accountable for the duty, every person to whom the property passes for a beneficial interest in possession is accountable for it; and under section 9 (1) a rateable part of the duty on an estate, in proportion to the value of the property which does not pass to the executor as such, is a first charge on the property in respect of which the duty is leviable. Section 14 (1) provides that, in the case of property which does not pass to the executor as such, an amount equal to the proper rateable part of the duty may be recovered by the person who, being authorized or required to pay the estate duty in respect of any property, has paid such duty from the person entitled to any sum charged on the property.

When *Berry v. Gaukroger* (*supra*) was before BUCKLEY, J., the residuary legatees relied on section 14 in order to enable them to impose a proportionate part of the duty on the £9,000, but for this purpose it was necessary to shew that the £9,000 was a sum charged on the residue. With this contention BUCKLEY, J., did not agree. The £9,000 was to be paid before the residue was ascertained, and the relevant provision in his view was section 8 (4). On the death of the widow the legatees were persons to whom their legacies passed for a beneficial interest in possession, but the learned judge did not draw the obvious conclusion that the legacies must bear a rateable share of the duty. Under that section the legatees are accountable for the duty, and they must therefore bear it, and so it was held by the Court of Appeal. The fact that the Crown had not proceeded against them, and that the duty was paid by the trustees, made no difference. "It is," said COZENS-HARDY, L.J., "an old and well-established principle of equity that, when several persons are liable in respect of one and the same obligation, the rights of the parties *inter se* are not affected by the circumstance that one of those persons has been called upon to discharge, and has discharged, the obligation. Although the money has been found out of the entire fund, it ought to be contributed rateably according to the beneficial interests in the fund, or, in other words, the legatees must bear their rateable proportion."

The same result is arrived at if the specific sum is held to be charged on the residue, and this view was taken in *Re Countess of Orford* (1896, 1 Ch. 257). The apportionment then follows from the express words of section 14. But it is not necessary to assume, as was done by BUCKLEY, J., in *Berry v. Gaukroger*, that apportionment can only take place under that section. The principle of apportionment is applicable generally under the Act in cases where the estate duty is not primarily payable by the executor. It is a charge on the property, and its ultimate incidence is proportioned to the various beneficial interests in the property.

This principle was recognized and applied by JOYCE, J., in *Re Charlesworth's Trusts* (*supra*). A fund was settled in 1897 upon trust for the settlor and his wife in succession for life, and after the death of the survivor upon trust as to £10,000, part of the fund, as the wife should by will appoint, and the remainder was to pass under the will of the settlor as part of his residuary estate. The settlor died in 1908, and his widow in 1911, having disposed of the £10,000 by her will. On the death of the settlor the trust fund consisted of £14,000 Consols, and estate duty, amounting to £998, on the then value of the Consols, was paid. On the death of the widow, the question arose whether this was to be borne out of the residue, or was to be apportioned between the residue and the £10,000. In the opinion of JOYCE, J., the case was an obvious instance of the principle of apportionment established by *Berry v. Gaukroger*. Either the £10,000 was a sum charged on the fund, in which case apportionment was directed by section 14; or it was subject to the general rule that the estate duty not payable by the executors falls upon the beneficial interests in the property rateably. The result appears to shew that the express provision of section 14 is surplusage.

The Effect of the Conveyancing Act, 1911.

(4) The Remedies of Rent-chargers.

THE sixth section of the new Act—the section with which we propose to deal in this article—relates to certain statutory remedies conferred on rent-chargers and annuitants by section 44 of the Conveyancing Act, 1881. The new section opens with the words "For removing doubts," and then proceeds to declare that the rule against perpetuities does not apply to any of the powers or remedies conferred by section 44 of the Act of 1881. We propose to examine the reasons why those doubts were entertained, and also to inquire into the practical benefit of those remedies now that the doubts have been removed.

In the first place, let us remind the reader of the peculiar nature of a rent-charge. It is a strange species of property with an interesting history. It has always been readily confounded with its first cousin, the annuity. So closely related are the two that we find it to have been the invariable practice of draftsmen, in defining the property, to describe it as "a yearly rent-charge or annuity"; and very often a so-called annuity was in fact a rent-charge, and a so-called rent-charge an annuity. But the history of the rent-charge is not blemished by the stigma of having been put to the base purposes to which annuities were formerly freely put. Both before and since, but principally during the eighteenth century, an annuity deed was the stock method of circumventing the usury laws, which from an estimable, though obviously mistaken policy, limited the rate per cent. which could be charged on loans. The usury law have long since been repealed, and annuities having survived their questionable past, are now most familiar to us as fulfilling the more worthy functions of affording the means of sustenance for the widows and feminine relatives of deceased persons.

The popular notion that a rent-charge is so called because it is a rent charged on land, is erroneous. The name is derived from the fact that the land out of which the rent was made to issue was expressly charged by the person creating the rent with a right of distress, enforceable by the grantee of the rent and his heirs and assigns. There never was such a thing as tenure in connection with a rent-charge. Distress was a common law incident of tenure. In all cases of rents incident to reversions the law gave the owner of the reversion the right of distraining as a means of enforcing the rent; for in such cases there was and still is a tenure. It was open, however, to every man intending to grant a rent out of his land to give the donee of the rent an express right of distress. "If a man," says LITTLETON (section 218: Co. Litt. 144a), "seised of certain land, grant, by a deed poll, or by indenture, a yearly rent to be issuing out of the same land, to another in fee, or in fee tail, or for a term of life, *etc.*, with a clause of distress, *etc.*, then it is a rent-charge; and if the grant be without clause of distress, then it is a rent seek."

Now the essential and peculiar feature of a rent-charge has always been its mouldability—to use an ugly but exceedingly expressive term—in the hands of the grantor. It was an incorporeal hereditament, depending for its nature on the remedial clauses inserted by its creator. Thus, latitude must necessarily have been given to the creator in defining the occasions when the express power of distress should be available. It is not to be supposed that the grantee would always be given the right of distraining on the day following the date upon which the rent was to be paid. We find the rent-charger, under cover of the terms of his grant, entering the charged lands, not only for the purpose of taking the distress, but for the purpose of taking the profits against the rent which he ought to have, but had not, received. There are express provisions in his grant that he may do so; and the Court holds that these provisions operate as a limitation—in other words, that these provisions are in strictness part of his estate as grantee and owner of that particular rent-charge: see *Haverhill v. Hare* (1616, Cro. Jac. 510). Later, comes a further development. A rent-charge is granted in fee providing that if the rent be in arrear for twenty days, the grantee or his heirs may enter and

take the profits till he is satisfied. The rent falling into arrear, the grantee enters the charged lands and grants a lease to a third party. On these facts the court holds that the grantee had a sufficient estate to support the lease so long as the rent is in arrear: see *Jemott v. Cowley* (1665, 1 Lev. 170). These two cases illustrate what we mean when we speak of the mouldability of a rent-charge. They shew how the law regarded these remedial clauses which the creator moulded to his liking, as constituting part of the estate of the owner of the rent-charge. The lessee of a rent-charger whose rent had fallen into arrear took a chattel interest, no doubt, of a highly uncertain nature—being defeasible on the satisfaction of arrears—but none the less an interest, which, from the nature of the case, might not vest for generations after the original creation of the rent-charge.

This being the state of the law with regard to rent-charges generally, the framers of the Conveyancing Act, 1881—presumably with the intention of shortening deeds by dispensing with the necessity for inserting the clauses creating terms to secure jointure rent-charges, usually contained in settlements—inserted in the Act certain remedies which were to be available for rent-chargers and persons entitled to receive annual sums out of land.

These remedies are threefold. First, a power when the annual sum is unpaid for twenty-one days to enter and distrain. Secondly, when the annual sum is unpaid for forty days a power to enter into possession, and to hold the charged land until all arrears and costs have been paid. Thirdly, a power to raise the arrears by means of a term. This latter power was bestowed by subsection (4) of section 44. As the wording of that subsection is of great importance to us it will be convenient to set out the material parts verbatim:

"In the like case the person entitled to the annual charge, whether taking possession or not, may also by deed demise the land charged, or any part thereof, to a trustee for a term of years, with or without impeachment of waste, on trust, by mortgage, or sale, or demise, for all or any part of the term, of the land charged, or of any part thereof, or by receipt of the income thereof, or by all or any of those means, or by any other reasonable means, to raise and pay the annual sum and all arrears thereof due or to become due, . . . ; and the surplus, if any, of the money raised, or of the income received, under the trusts of that deed shall be paid to the person for the time being entitled to the land therein comprised in reversion immediately expectant on the term thereby created."

The section prefaced the conferring of these remedies by stating that they were given as far as they "might have been conferred by the instrument under which the annual sum arises, but not further." It is this ambiguous statement which has given rise to the doubts which section 6 of the new Act is apparently intended to dispel. Were the last-mentioned words to be taken to mean this—that in so far only as the statutory remedies could have been effectively inserted in the grant of the rent-charge, and in so far only as they would have been regarded in law, when thus inserted, as part of the rent-charger's estate and enforceable as such, then to that extent only were the express statutory powers to be read into the instrument creating the rent? This certainly seems to be the *prima facie* meaning of section 44 of the Act of 1881.

Now, it is abundantly clear that, but for the fact that the law regarded the power of entry to enforce payment of a rent-charge as forming, as it were, part of the rent-charger's estate, the right of entry would have violated the rule against perpetuities. Consequently, in so far as the new statutory remedies of the Act of 1881 were not authorized under the old law of rent-charges, they would run counter to the rule against perpetuities. It would, of course, be no objection to the express provisions of an Act of Parliament that they violated a rule of law. But the statute itself declared, in effect, that it was only in so far as the express powers could have been inserted in the instrument creating the rent-charge, that the new express remedies were to be read into that instrument.

The first two remedies given by the Act of 1881, viz., the power of distress and the power to enter and take profits in satisfaction of arrears—are very slight variations of the old remedial powers of rent-chargers. But the third remedy given by th

Act—viz., the power for the rent-charger to demise the charged land to a trustee on trust (amongst other things) to sell the term and to raise the arrears, &c., out of the proceeds of sale—is something much more extensive than the powers which the law regarded as part of the rent-charger's estate. Thus, applying section 44 of the Act of 1881 to the case of a perpetual rent-charge, both the first two powers would be available as if they had been originally inserted in the instrument creating the rent-charge, but the third remedy could not, under the Act, be read into that instrument, because it is something in excess of the old powers. These old powers, as we have shewn, were exercisable only during the time when arrears were owing. The new remedy of creating a term would exclude the owner of the land from his land throughout the currency of the term, long after the arrears had been satisfied.

(To be continued.)

CASES OF THE WEEK.

House of Lords.

RUSSELL v. AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS. 26th and 27th Oct.; 26th Feb.

TRADE UNION—ACTION BY MEMBER TO ENFORCE BENEFITS—ILLEGALITY OF ASSOCIATION—RESTRAINT OF TRADE—TRADE UNION ACTS, 1871 (34 & 35 VICT., c. 31), s. 4, AND 1876 (39 & 40 VICT., c. 22), s. 10.

An action having been commenced by the widow and personal representative of a member of a trade union, claiming a declaration that her husband was entitled to superannuation benefit from August, 1904, to the date of his death in November, 1907, the society pleaded that the rules of the society were illegal at common law, as being in restraint of trade, and therefore the action was not maintainable. On that ground the Court of Appeal, affirming the decision of Phillimore, J., dismissed the action.

Held, dismissing the widow's appeal, that the action being against a trade union directly to enforce or recover damages for breach of an agreement to provide benefits for its members, was not maintainable.

Decision of Court of Appeal (54 SOLICITORS' JOURNAL, 213; 1910, 1 K. B. 506) upheld, although on different grounds.

The appellant, Mrs. Russell, was a widow whose husband for forty years before his death in 1907 had been a member of the defendant society. She claimed that there were arrears of sick pay due to her husband from the society at the time of his death. The society denied this. An action having been commenced by the widow in the High Court, the society raised the preliminary objection that, being a trade union registered under the Acts of 1871 and 1876, the action was not maintainable, and should be dismissed. Phillimore, J., held that the rules of the society were illegal at common law, and dismissed the action. The Court of Appeal affirmed that decision, and the widow appealed to this House. After argument, judgment was reserved.

Earl LOREBURN, C., delivered the following judgment: This is in effect a demurrer, and we know nothing of the real merits of the dispute. All we have to settle is the law arising upon the pleading. The question argued before Phillimore, J., has not been raised either in the Court of Appeal or in this House. And the question argued and decided in the Court of Appeal is not that upon which I think that the case should now be determined. It was held in the Court of Appeal that some of the rules are illegal, being in restraint of trade in the sense that they are oppressive and against public policy, and that they are so associated with the rules upon which this action is founded as to make the latter unenforceable. I should desire this point to be argued before expressing my opinion upon it, but I do not think it necessary to enter upon it at all for the decision of this case. It is undesirable to decide such a point in this case, where counsel upon both sides unite in condemnation of the rules and in an adverse interpretation of their effect. Counsel on both sides laboured to shew that the rules were oppressively in restraint of trade. I am of opinion that this appeal should be dismissed for the following reason: The action is against a trade union directly to enforce or recover damages for breach of an agreement to provide benefits for members.

Lord MACNAGHTEN, in concluding his judgment, said: The only question seemed to be this: Was this trade union, apart from the Act of 1871, a lawful association? The answer must depend on a consideration of its purposes as manifested in its rules. It was not every restraint of trade that was unlawful. But he could not doubt that restraint of trade which was unreasonable, oppressive, and destructive of individual liberty was unlawful. Such was the character of some of the rules of this society, and having regard to its constitution, the powers vested in its executive officers, and the blending of its funds for all purposes, it was impossible to separate what was legal from what was not legal. He was therefore of opinion that the appeal failed.

Lord ATKINSON concurred in the motion that the appeal should be dismissed.

Lord SHAW was of the same opinion: He thought the two obstacles to the separability of the objects of this society were to be found in finance on the one hand and the coercive discipline and expulsion on the other. The massing of funds had been considered by trade unions to be of vital importance to conduce to their effectiveness in action, and to be justified by sound general policy. That massing occurred here, and so did the right of expulsion; so, too, if the judgment of the individual workman, or even a body of workmen, should differ from the decision of the committee with reference to a dispute in another industry with which it was averred that his own trade had not sympathy, then equally he forfeited by expulsion all his contributions made to the society, including provisions for sickness, accident, or unemployment, for which the rules provided. On the construction of the rules he could not see how to give effect to the separability claimed. He thought on this point that the arguments by the respondents were sound, and that its objects, thus taken together, stood open to the objection of being in restraint of trade, and to the plea founded thereon.

Lord ROBSON also read a judgment to the like effect.

Lord MERSEY concurred. The appeal was therefore dismissed.—COUNSEL, D. R. Chalmers-Hunt and C. P. Hawkes, for the appellant; Sir Robert Finlay, K.C., and Clement Edwards, for the respondents. SOLICITORS, O. C. Kent; Corbin, Greener, & Cook.

[Reported by ERNEST REID, Barrister-at-Law.]

LEACH v. THE DIRECTOR OF PUBLIC PROSECUTIONS, ON BEHALF OF HIS MAJESTY. 26th Feb.

CRIMINAL LAW—APPEAL FROM COURT OF CRIMINAL APPEAL TO HOUSE OF LORDS—WHETHER WIFE OF PRISONER IS A COMPELLABLE WITNESS—CRIMINAL EVIDENCE ACT, 1898 (61 AND 62 VICT., c. 36), s. 4 (1).

The wife of a prisoner in the dock is not a compellable witness within section 4 (1) of the Criminal Evidence Act, 1898.

Appeal on a point of law arising out of a criminal prosecution of Richard Leach, who was charged with incest and sentenced to three years' penal servitude. The whole question was whether the prisoner's wife could be compelled to give evidence. Pickford, J., ruled she was a compellable witness, and the Court of Criminal Appeal (Lord Alverstone, C.J., Hamilton and Bankes, J.J.) affirmed that decision. Counsel, in support of the appeal, contended that although the Incest Act, 1908, by section 4 (4) was incorporated in the schedule of the Criminal Evidence Act, 1898, and a wife was made a competent witness, nevertheless, a competent witness meant a person who could be called as a witness. The difference between competence and compellability was clearly recognized in criminal statutes dealing with evidence. If a wife of a prisoner were compelled to give evidence, the door would be opened to an enormous amount of perjury. Counsel for the prosecution urged that on general grounds the words in section 4 of the Act of 1898 "may be called as a witness" were intended to put the wife of the prisoner in the position of an ordinary witness, whether she was sought to be called either for the prosecution or for the defence. A husband in the dock could not veto his wife giving evidence against him. At the close of the arguments,

Earl LOREBURN, C., in giving judgment, said he would not conjecture whether the decision at which he thought their lordships had arrived was *pro bono publico* or not, because, on the one hand, it was desirable that in certain cases the cause of justice should not be thwarted by the absence of certain evidence, and, on the other hand, it was an old and fundamental principle of the common law that they ought not to compel a wife to give evidence against her husband, especially in matters of a criminal kind. What they had to consider was, what was the meaning of the law as it had been laid down in the Act of 1898. It was clear that this question must be governed by the 4th section of the Criminal Evidence Act of 1898. By the common law, she would have been protected against compulsion. The difference between leave to give evidence and compulsion to give evidence was recognized in a series of Acts of Parliament. Did this 4th section deprive the wife of this protection? If so, it might lead to various difficulties, such as that a wife might be allowed to give evidence even if the husband objected. It seemed to him that they must have a change of the law in this respect, definitely stated in an Act of Parliament, before the right of this woman could be attacked; and therefore he considered that this appeal ought to be allowed. With what the consequence might be, and how that might be conformable to what was the true interest of society and of the public, he was sorry to say they were not concerned, and they had no duty to inquire.

The Earl of HALSBURY agreed with the Lord Chancellor. Everyone conversant with English life must recognize that a wife ought not to be compelled to give evidence against her husband; and those responsible for passing Acts of Parliament must recognize that it was a matter of supreme importance, to be dealt with separately and definitely. If they were going to alter the law which had obtained for centuries, and was ingrained in the English Constitution, it seemed to him to be perfectly monstrous that they should do so except by specific Act of Parliament.

Lords ATKINSON, SHAW, and ROBSON concurred. The appeal was allowed, and the case was sent back to the Court of Criminal Appeal for reconsideration.—COUNSEL, V. G. Milward, in support of the appeal; Sir John Simon, S.G., and Rowlatt, for the Crown. SOLICITORS, Mills, Curry, & Gaskell; The Treasury Solicitor.

[Reported by ERNEST REID, Barrister-at-Law.]

Court of Appeal.

Re NUNBURNHOLME, Deceased. WILSON v. NUNBURNHOLME.
No. 2. 12th Feb.

WILL—CONSTRUCTION—LEGACY—"WHEN AND SO SOON AS HE SHALL ATTAIN AGE OF TWENTY-SIX YEARS"—TRUST OF PART OF INCOME FOR BENEFIT OF MARRIED DAUGHTERS—INTERIM GIFT OF ANNUITY TO LEGATEE—ACCUMULATIONS—VESTED OR CONTINGENT LEGACY.

A testator bequeathed certain specific shares upon trust out of the income and profits to pay certain sums in augmentation of the income of his married daughters, and, subject thereto, to pay an annuity to his son till he attained the age of twenty-six, and on his attaining the age of twenty-six to hold the shares and the accumulations of income arising therefrom for the son absolutely. There was no gift-over in the event—which happened—of the son surviving the testator, but dying under twenty-six.

Held, that the shares in question had not been severed from the rest of the estate, so as to shew that the gift-over to the son, which was *prima facie* contingent, was intended to be vested.

This was an appeal from a decision of Neville, J. (reported *ante*, p. 34). By his will, dated 1906, the testator charged all his debts (except as therein mentioned) and the estate duty payable at his death in respect of his real and personal estate upon his shares in Thos. Wilson, Sons & Co. (Limited), and bequeathed the said shares to his trustees upon trust out of the income and profits thereof to pay certain annual sums, thereinafter directed to be paid out of such income and profits, in augmentation of the income of his married daughters, and to pay his debts (except as aforesaid), and the estate duty payable at his death, and subject as aforesaid to divide the shares into four equal parts, and as to one-fourth part "upon trust out of the income and profits arising therefrom (but subject as aforesaid) to pay to my said son, G. V. Wilson, an annual sum not exceeding £3,000 (if the said income and profits shall amount to so much) until he shall attain the age of twenty-six years, and when and so soon as he shall have attained the said age of twenty-six years my trustees shall hold such last-mentioned one-fourth part of my said shares and the accumulations of income arising therefrom, but subject as aforesaid, upon trust for my said son G. V. Wilson absolutely." There was no gift-over in the event of G. V. Wilson dying under the age of twenty-six. G. V. Wilson survived the testator, but died at the age of twenty-three. A summons was taken out to determine whether G. V. Wilson took a vested interest in the shares. Neville, J., held that the legacy was a vested legacy. The tenant for life of the residuary estate appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.: This case was argued before Neville, J., on the assumption that there had been a severance of the legacy, and no attention was directed to some clauses in the will which, in my judgment, throw great light upon the construction that ought to be placed upon it. The question is whether G. V. Wilson took a vested or a contingent interest in the legacy in question. It is plain that, according to the *prima facie* meaning of the gift, he took a contingent interest, but there are various circumstances which the court is bound to look to in order to see whether, upon the construction of the will as a whole, a gift *prima facie* contingent is in fact vested. One of the most important is to see whether the gift is in fact separated from the estate. In the present case it plainly is not. During the life of the married daughters the trustees have no power to do anything but keep the shares in their own hands and apply the income as and when occasion arises. It is not a case in which it can be said that the only person entitled is G. V. Wilson, who is entitled to all accumulations of income, and no one else is entitled at all. On that short ground I think that the decision of the learned judge cannot stand. I think that there was no such severance here as to bring the case within the authorities. On the view that I take it is unnecessary to consider whether I should or should not have agreed with Neville, J., assuming that there had been a severance of the legacy. In my opinion the appeal succeeds.

FLETCHER MOULTON and BUCKLEY, L.JJ., agreed.—COUNSEL, Astbury, K.C., and Copping; Peterson, K.C., and Pepsys; Hon. E. C. Macnaghten, K.C., and Dighton Pollock; C. A. Bennett; Horace Woodhouse. SOLICITORS, Woodhouse & Davidson; Collyer, Bristow, & Co.; R. S. Taylor, Son, & Humbert.

[Reported by J. I. STIRLING, Barrister-at-Law.]

REX v. JUSTICES OF WILTSHIRE. *Ex parte* JAY. No. 1.
21st Feb.

JUSTICES—APPEAL TO QUARTER SESSIONS FROM CONVICTION—NO APPEARANCE FOR APPELLANT AT QUARTER SESSIONS—APPELLANT ORDERED TO PAY COSTS—CERTIORARI—CRIMINAL CAUSE OR MATTER—JURISDICTION—JUDICATURE ACT, 1873, s. 47.

An order of justices made in a criminal cause or matter within section 47 of the Judicature Act, 1873, is not an order for the payment of a civil debt, and therefore the court has no jurisdiction to hear an appeal against such order.

The appellant, Captain H. B. Jay, was convicted before justices at petty sessions for wilfully damaging a fence, the property of the Great Western Railway Company, and for trespassing on the line. At quarter sessions the company were represented, but the appellant did not

appear, being advised that the appeal could not be heard, because notice had been improperly served, and further, that the fine being less than £5 there was no appeal. In these circumstances the appeal was dismissed, and the company allowed the costs of the day. Captain Jay then obtained two rules *nisi* from this court (the Divisional Court having refused to grant them), and when they came on for argument, counsel, on behalf of the respondent company, took the preliminary objection that this, being a criminal cause or matter within section 47 of the Judicature Act, 1873, there was no jurisdiction to entertain the appeal, and *Ex parte* Alice Woodhall (20 Q. B. D. 832) was referred to. On the other hand, it was submitted that the order sought to be brought up was merely an order made under 12 & 13 Vict., c. 45, and it was further submitted that section 27 of the Summary Jurisdiction Act, 1848, had been repealed by section 55 of the later Act, and reference was made to sections 6 and 47 of the Act of 1879.

THE COURT (VAUGHAN WILLIAMS, KENNEDY, and FARWELL, L.JJ.) held that the objection must prevail, and therefore discharged the orders.—COUNSEL, Holman Gregory, K.C., and Ratcliffe Cousins, for the railway company; Rawlinson, K.C., and Firminger, for the applicant for the rule. SOLICITORS, C. E. Lacy; L. B. Page, for Kinneir & Co., Swindon.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

GREAT CENTRAL RAILWAY CO. v. BALBY-WITH-HEXTHORPE
URBAN DISTRICT COUNCIL. ATTORNEY-GENERAL v. GREAT
CENTRAL RAILWAY CO. Joyce, J. 19th, 20th, 21st 22nd,
and 23rd Feb.

RAILWAY COMPANY—RIGHT OF WAY—HIGHWAY CLOSED UNDER STATUTORY AUTHORITY—LAND VESTED IN COMPANY FOR STATUTORY PURPOSES—POWER OF RE-DEDICATION—RIGHT OF WAY ACROSS RAILWAY SIDINGS—COMPULSORY POWERS OF PURCHASE—PURCHASE UNDER AGREEMENT—EXTINCTION OF PUBLIC RIGHTS.

A railway company, which has under statutory authority closed a highway, the soil whereof has become vested in the company for purposes of their undertaking, cannot re-dedicate to the public a right of way, where such right of way is incompatible with the use by the company of the land for the purposes of their undertaking.

A railway company were empowered by statute to purchase a portion of a highway for the purposes of their undertaking, the statute providing *inter alia* that all rights of way over any of the lands, which should under the compulsory powers of that Act be acquired or purchased, should be extinguished. The railway company purchased the portion of the highway from the then owners by private contract, without serving notice to treat under the statute.

Held, that as the site of the highway had not been purchased by the railway company under the compulsory powers of the statute, but by private agreement, public rights of way thereon were not extinguished, but still subsisted.

In 1862 the predecessors of the Great Central Railway Co. were empowered by statute permanently to close the road and footpath crossing their colliery at Hexthorpe, the site and soil of the said road and footpath to vest in the company, in pursuance of which powers the company closed so much of the road and footpath as crossed their line of railway (the said strip of road being hereinafter referred to as "the land coloured green"), and, as the company alleged, the said strip had since remained closed as a public highway. The Balby-with-Hexthorpe Urban District Council denied that the said strip had been permanently closed as a highway, and claimed a public right of way thereon, whereupon the railway company sought an injunction restraining them from entering upon the said strip. In defence it was alleged that the said highway had never in fact been closed, or, alternatively, that it had been re-dedicated by the company as a public footway. In 1875 the company were empowered by statute to acquire, and did so acquire, a further strip of the highway adjoining the first strip (and referred to as the land coloured red), for the purposes of their undertaking, but were not empowered to extinguish any public rights thereon. In 1891 the company were empowered to acquire a further strip of the highway adjoining the red strip (referred to as the land coloured yellow), for the purposes of their undertaking. Section 37 of the Act of 1891 provided that "all rights of way over any of the lands which shall under the compulsory powers of this Act be purchased or acquired shall be and hereby are extinguished." The company purchased from the then owners the yellow strip, by private contract, without serving notice to treat or exercising their powers of compulsory purchase, and used the same for the purposes of a railway siding. The Attorney-General, at the relation of the urban district council, sought a declaration that a public right of way existed over the red and yellow strips; the railway company claimed that the public rights over the yellow were closed by virtue of section 37 of the Act of 1891, and that therefore there was no access to the red strip, so that thereby the rights over the red strip became extinguished also. It was submitted, on behalf of the Attorney-General, that the yellow had not been acquired under the compulsory powers of the Act, so that section 37 did not apply; the railway company contended that the yellow had been purchased while the compulsory powers were in existence, though not under the compulsory machinery, so that section 37 did apply.

JOYCE, J., having stated the facts, and dealing first with the land coloured green, said: I may take it as established that, whatever may have happened since, the road and footpath over the land coloured green were legally closed soon after 1862. That being so, in order to make out that there is still a public footpath over the green, the urban district council have set up various contentions and, amongst others, that there has been a re-dedication by the company to the public of a right of way. A great number of cases were cited to me as to the power in a railway company to make such a dedication, but I do not think that there is any doubt about the law in reference to such a matter, and you may take it from almost any text-book. In Pratt and Mackenzie on Highways, page 25, it is stated that trustees in whom land is vested for public purposes or statutory corporations holding land for the purposes of their undertakings, may dedicate the surface to the use of the public as a highway, if such use is not incompatible with the present or future execution of the purposes for which the land is vested in them. Whether such use by the public as a highway is or is not compatible with the purposes of the corporation is a question of fact. I have no hesitation in finding that the use by the public of a highway over the rails of the railway company in this place at the present time is inconsistent with the safety of the public and incompatible with the use for which the land is vested in the company. The law is stated in *Great Western Railway Co. v. Solihull Rural District Council* (86 L. T. Rep. 852), but I should also like to refer to *Re Gonty and Manchester, Sheffield, and Lincolnshire Railway Co.* (1896, 2 Q. B. 439). I have not the slightest hesitation in deciding, if it is not already decided, that a railway company cannot grant to the public a perpetual right of way over their lines of rails—I am not saying anything about a bridge—and over land which is required and intended and would naturally come to be used for lines of rails. The land coloured green is such land, and I decide that the railway company could not have granted, and therefore could not have dedicated a right of way there even had they wanted to. I hold, therefore, that the public right of way over the green has been legally extinguished, and no longer exists. Now as to the red and yellow: it is common ground that the company had power to take the red under the Act of 1875, and did take it, but the Act did not extinguish public rights, so that it is contended that the rights over the red have not been extinguished, unless the rights over the yellow have been extinguished. But in the latter case (the rights over the green being gone) it is said, and I think reasonably, that, by reason of *Bailey v. Jamieson* (1 C. P. D. 329), if both ends of a piece of land which is subject to a public right of way are closed, and there is no access to the intervening piece, then as a matter of fact that also is closed. So that, if the rights are extinguished over the yellow, I think they are extinguished over the red. Now, as to the yellow, that was acquired by virtue of the Act of 1891. Now I observe that the Act does not say "all rights of way over any of the lands acquired or purchased under the provisions of this Act," nor "all the land which shall be acquired under the powers of this Act," but "rights of way over lands which under the compulsory powers of this Act shall be acquired," and so on. I confess I do not see the sense of making the stopping of the way depend on whether the site of the way was taken compulsorily or otherwise, but there it is in the Act. Seeing that in this case there was not even notice to treat, it is impossible for me, in face of the decided cases, as a judge of first instance to say that the yellow was acquired under the compulsory powers of the Act. If that be so, then the public rights over the yellow appear to me not to have been extinguished, and accordingly the red and yellow remain public footways.—COUNSEL, *Sir C. A. Cripps, K.C., Younger, K.C., and Bischof, for Great Central Railway Co.; S. O. Buckmaster, K.C., Hughes, K.C., and J. Scholfield, for the Urban District Council.* SOLICITORS, *D. H. Davies; Speechly, Mumford, & Craig, for F. Allen, Doncaster.*

[Reported by B. C. CARRINGTON, Barrister-at-Law.]

COHEN v. ARTHUR AND ANOTHER. COHEN v. COHEN.

Neville, J. 21st Feb.

ARBITRATION—AGREEMENT TO REFER TO ARBITRATION—LEGAL PROCEEDINGS—APPLICATION FOR STAY—STEP IN PROCEEDINGS—SUMMONS FOR DIRECTIONS—ARBITRATION ACT, 1889 (52 & 53 VICT., c. 49), s. 4—R. S. C. XXX. 4.

Attendance before the master and acquiescence without protest in an order which is made subject to the production of a certain document to the master which is ultimately produced is taking a step in the proceedings within the meaning of section 4 of the Arbitration Act, 1889 (52 & 53 Vict., c. 49), and the defendant is thereby precluded from moving to stay proceedings under that section.

This was a summons to stay two actions on the ground of an agreement to arbitrate, which was admitted. The summons for directions in an action had been heard by the master, and he had made the orders subject to the production of a certain document. The defendants in the actions had done nothing. Counsel for the summons argued that he could not be held to have "taken a step" in the action, seeing that he had done nothing. He had only allowed the plaintiff to get a common form order for directions against him. The rule in the *County Theatres Hotels (Limited) v. Knowles* (1902, 1 K. B. 490) should certainly not be extended. In practice on summons for directions on the Chancery side orders can be made for both parties; on the common law side each party asks for his own directions. In this case the order was made subject to something. It was just the same as if the summons

had been adjourned to come on again. The order could not be drawn up at the time when the summons to stay was taken out. The order was made subject to the production of a certificate of appearance from the central office. The notice to stay was served on the 21st of November, and the certificate was produced on the 30th of November. Counsel for the respondents relied on *Richardson v. Le Maitre* (1903, 2 Ch. 222).

NEVILLE, J., after stating the facts, said: This summons to stay proceedings fails. Attending and assenting to an order made by the master in chambers amounts to "taking a step" in the action, and the mere fact of the order being made, as in this case, subject to the production of a document by the other side does not, in my opinion, make any difference. The document was subsequently produced. The parties could not have gone back on that order. The question is only whether the defendants were still entitled to open the matter until that certificate was produced. I am of opinion that, provided the document was produced, as in this case it was, they were not so entitled, and accordingly the case comes within the rule in the *County Theatres Hotels (Limited) v. Knowles* (ubi supra)—COUNSEL, *Rolt; Cannot.* SOLICITORS, *Collyer & Collyer; Cunningham & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re CAVENDISH'S SETTLEMENT. GROSVENOR v. LADY BULLER AND OTHERS. Parker, J. 5th and 7th Feb.

SETTLEMENT OF PERSONALTY—"ELDEST SON"—EXCLUSION OF—WHO INTENDED—YOUNGER SON BECOMES TENANT FOR LIFE.

The estate of an eldest son who attained the age of twenty-one years, but died a bachelor and intestate, in the lifetime of his father, and without having executed any disentailing assurance of the family property, was held entitled to share in the funds of the personality settlement which were held by the trustees, in default of appointment, "upon the trusts following (that is to say), if there shall be but one child of the said intended marriage (other than such eldest or only son as aforesaid), in trust for that one child to be an interest vested in such child being a son at the age of twenty-one years or being a daughter at the age of twenty-one years or day of marriage which shall first happen. And if there shall be two or more children of the said intended marriage other than such eldest or only son as aforesaid then in trust for such two or more children in equal shares."

This was a summons to determine a point of construction on a settlement of personality made in 1877 on the marriage of the late Lord Chesham with a daughter of the Duke of Westminster. The eldest son of the marriage attained the age of twenty-one, but died a bachelor and intestate, and in the lifetime of his father, and without having executed any disentailing assurance of the family real property. There were two other children of the marriage alive, a daughter, Lady Buller, and the present Lord Chesham, who is an infant. The question to be determined was who was the person designated by the words "eldest son" in the settlement. In other words, was the estate of the deceased son excluded from the benefits of the personality settlement or not? Counsel for Lady Buller, who was the legal personal representative of the deceased son, contended that the only person excluded from the benefits of the personality settlement was the person who ultimately became the eldest son—i.e., the person who ultimately became tenant for life under the family settlement of the realty, and that all other persons shared in the unappointed funds under the personality settlement. He relied on *Ellison v. Thomas* (1862, 1 De G. J. & S., p. 18; 1862, 31 L. J. 867; 1862, 2 Dr. & Sm. 111) and *Collingwood v. Stanhope and Another* (1869, L. R. 4 H. of L. 43). Counsel for Lady Manningham Buller, the child to whom £15,000 under the settlement had been appointed, referred to Norton on Deeds, page 430, and *Lord Teynham v. Webb* (the note to *Duke v. Doidge*, 1750, 2 Ves. Sen. 203), and Davidson's Precedents, 2nd ed. (1861), Vol. III., Pt. II., p. 787 and p. 789 note (f).

PARKER, J., said: When I come to look at the words of these particular settlements, I have this: I have a settlement of real estate in which, subject to one or more life interests, the property is entailed upon the eldest son of the last tenant for life, and then there is a personal estate settlement, whereby a certain sum of £15,000 is directed to be held in trust after the death of the husband and wife, "for all such one or more exclusively of others or other of the children of the said intended marriage (other than an eldest or only son) for the time being entitled to the first estate in tail male under the limitations." When I come to the gift in default of appointment the words of exclusion are the same. It appears to me that the form of words used denotes this: it is contemplated in the first place that only one person will be excluded, and it is contemplated in the second place that the person to be excluded cannot be fixed once for all at any definite time, at any rate until the time for division comes; for it contemplates that you may predicate at one moment that a child is a child entitled and excepted, and at another moment another child may become the child excepted. That being the case, it appears to me that there is no reason in the case or on the form of those words that the ordinary rule should not be applied, and in that case, according to the decisions, you must consider, when the fund falls into possession and comes to be distributed, who is the person, applying the assumption of an intention against double portions, whom the testator means by his description, however inaccurate that description in the particular case may be. Proceeding on those principles, which one has had settled in prior cases before *Ellison v. Thomas*, it appears to me, in the events which have happened, the eldest son having died without disentailing

the property, and a younger son having come in and become entitled to the property as tenant in tail, the eldest son or his representative is entitled to a share in the portions, and the younger child who gets the estate is not entitled to share in the portions. I will not go through the various distinctions which have been suggested between this case and the case of *Ellison v. Thomas*, because I think that there are really slight and immaterial differences which cannot in any way affect the principle. I will make a declaration that the representatives of the eldest son take a share, and the younger son who has got the estate is excluded.—COUNSEL, *Grant, K.C.*, and *J. G. Wood; Romer, K.C.*, and *Ashworth James; Gregson; Cecil Turner*. SOLICITORS, *Boodle, Hatfield & Co.; Corbin, Greener, & Cook; Stow, Preston, & Lytleton; Currey & Co.*

[Reported by L. M. MAR, Barrister-at-Law.]

PERRY & CO. v. HESSIN & CO. Eve, J. 27th Feb.

PRACTICE—EVIDENCE—BUNDLE OF COPY CORRESPONDENCE—TAKEN AS PUT IN—AGREEMENT BY PARTIES—INDORSEMENT ON BUNDLE—R. S. C. LXII. 14 b.

Where at the trial parties agree that a bundle of copy correspondence shall be taken as put in saving all just exceptions, it is desirable that the agreement should be indorsed on the bundle and signed by the parties or their solicitors. The Registrar ought not to be called upon to say whether the whole of the bundle is put in.

This was an application in an action (reported *ante*, p. 176) for a direction to the registrar to mark a bundle of correspondence as put in. By ord. 62, r. 14 b, it is provided that if at the trial of any action or matter the parties agree that any bundle of copy correspondence or other documents shall be taken as put in, subject to all just exceptions, such bundle shall be marked by the registrar and entered as put in without referring to the particular documents actually read. In the present case a bundle of correspondence had been agreed to be put in, but the registrar objected to enter any letters which had not been read at the hearing. The defendants contended that the bundle was only put in for convenience and reference, and that it was not intended that the whole correspondence should be entered by the registrar as put in. The plaintiffs contended that the whole bundle ought to be entered by the registrar as put in, saving all just exceptions.

EVE, J., said that when the bundle was put in at the trial of the action, his attention was not called to the new rule of July last, and in pursuance of the old practice he marked all letters read or referred to, but had he known of the rule, he might not have taken that course. On the wording of the rule there must be an agreement precedent, and it was clear that the rule could only come into operation if and when the parties agreed that the bundle should be taken as put in. The question here was whether such an agreement had been come to. The parties had proceeded on the footing that the bundle had been put in, in the sense that either party might refer to letters not read as put in, and therefore there was an agreement that the bundle should be put in. In future, it was desirable that the agreement should be endorsed on the bundle and signed by the parties or their solicitors; the registrar ought not to be bound to say whether the bundle was put in. The bundle, therefore, in the present case must be entered as put in.—COUNSEL, *P. O. Lawrence, K.C.*, and *Sargant; Sebastian*. SOLICITORS, *E. H. Davies & Co.*, for *Rowlands & Co.*, Birmingham; *T. Hamilton Bevan*, for *Jeffery, Wild, & Lovatt*, Birmingham.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

LAZARUS v. CAIRN LINE OF STEAMSHIPS (LIM).
Scrutton, J. 14th Feb.

CONTRACT—IMPLIED TERM—AGENCY—APPOINTMENT ON COMMISSION FOR FIXED PERIOD—CEASING TO CARRY ON BUSINESS.

Semble: A term which is not expressed in a contract will not be implied, because the court thinks it is a reasonable term, but only if the court thinks it is necessarily implied in the nature of the contract the parties have made. Where there is a principal subject-matter in the power of one of the parties, and an accessory or subordinate benefit arising by contract out of its existence to the other party, the court will not, in the absence of express words, imply a term that the subject matter shall be kept in existence merely in order to provide the subordinate or accessory benefit to the other party. Where, however, there is an express term requiring the continuance of the principal subject-matter, or giving the plaintiff a right to a continuing benefit, the courts will not imply a condition that the plaintiff's right in this respect shall cease on certain events not expressly provided for.

The plaintiff claimed damages for an alleged breach of an agreement under the following circumstances:—In 1910 the defendants were running a line of steamers from this country to America in competition with the North Atlantic Conference Line, and, desiring to develop this branch of their business further, they made an agreement with the plaintiff by which he was appointed their agent on the Continent for three years, to book passengers for this particular traffic. He accordingly opened an office at Bale, and within six months the defendants' position was so established that the Conference Line determined to

purchase their interest in the traffic, and the defendants sold the ships which were employed in this particular traffic and also the goodwill to the Conference Line, and bound themselves not to be interested in any competing business for fourteen years. The plaintiff was instructed to book no more passengers for the defendants. It was contended, on behalf of the plaintiff, that although there was no express provision of the agreement which was broken by the defendants, yet there was an implied agreement (a) that the defendants would do their best during three years to carry on business with sailings at frequent regular intervals, or, at any rate (b), that they would not voluntarily put it out of their power during the three years to carry on their business of sailings between the United Kingdom and America. It was submitted, on behalf of the defendants, that no term could be implied that the defendants were to carry on the business for three years.

SCRUTTON, J., in the course of his judgment, said he sympathized with the protests of Lord Esher, M.R., and Bowen, L.J., in *Hamlyn v. Ward* (1891, 2 Q. B. 488), against being compelled to examine numerous cases on other contracts, but as counsel had advised their clients on the faith of reported decisions of the Court of Appeal and House of Lords, he, as a judge of first instance, read the various decisions as deciding:—(1) That the first thing to consider was the express words the parties had used; (2) that a term they had not expressed was not to be implied, because the court thought it was a reasonable term, but only if the court thought it was necessarily implied in the nature of the contract the parties had made (*The Moorcock*, 13 P. D. 157; *Hamlyn v. Ward*, 1891, 2 Q. B. 488); (3) that where there was a principal subject-matter in the power of one of the parties, and an accessory or subordinate benefit arising by contract out of its existence to the other party, the court would not, in the absence of express terms, imply a term that the subject-matter should be kept in existence merely in order to provide the subordinate or accessory benefit to the other party (*Rhodes v. Forwood*, 1 A. C. 256); but that when there was an express term requiring the continuance of the principal subject-matter, or giving the plaintiff a right to a continuing benefit, the court would not imply a condition that the plaintiff's right in this respect should cease on certain events not expressly provided for: *Turner v. Goldsmith* (1891, 1 Q. B. 544), and *Ogdens v. Nelson* (1905, A. C. 109). The view he (the learned judge) took of the agreement in this case was similar to that which the House of Lords took in *Rhodes v. Forwood* (*supra*). There appeared to him to be no express agreement that the defendants should run ships at all. They were the parties on whom the loss of running ships would fall, and they were left to run as many or as few as they thought expedient in their own interest. The plaintiff was content to provide passengers for the ships they did run, thinking that the better he did his work the more likely they were to run ships, and omitting to provide for the contingency of their retiring from the trade. In his opinion there was neither an express nor an implied contract that the defendants should run any ships at all, and, therefore, there was no such implication as the defendant desired to make. The plaintiff's claim therefore failed, and there would be judgment for the defendants, with costs.—COUNSEL, *Atkin, K.C.*, *Balchache, K.C.*, and *Adair Roche*; *L. Sanderson, K.C.*, and *Chaytor*. SOLICITORS, *Cattaruns & Cattaruns; Stibbard, Gibson, & Co.*, for *Gibson, Pybus, & Pybus*, Newcastle-upon-Tyne.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JANUARY, 1912.

At the examination for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

(In Order of Merit.)

ROBERT HALSALL, who served his clerkship with Mr. Wilmot Hodge, of the firm of Messrs. Wilmot & Reginald Hodge, of Southport.

GEORGE HAROLD WILLCOX, who served his clerkship with Mr. S. J. Grey, of Birmingham.

SECOND CLASS.

(In Alphabetical Order.)

Norman Malcolm Bates, who served his clerkship with Mr. Thomas Penman Haslam, of the firm of Messrs. Thorne & Haslam, of Wolverhampton.

Henry Bloom, LL.M., Liverpool, who served his clerkship with Mr. J. W. R. Punch, of the firm of Messrs. J. W. R. Punch & Robson, of Middlesbrough.

Frank Wyndham Hirst, who served his clerkship with Mr. Frank Pendrill Charles, of the firm of Messrs. Gwilym James, Charles & Davies, of Merthyr Tydfil.

John Skelton Clarke King, who served his clerkship with Mr. Robert William Charles, of Worthing, and Messrs. Burton, Yeates & Hart, of London.

Atherton Richard Norman Powys, LL.B., London, who served his clerkship with Mr. George Broadbent (deceased), and Mr. Somers Reginald Lewis, both of London.

Arthur Urban, who served his clerkship with Mr. W. Wilton Reed, of Dorchester.

Robert John Walker, LL.B., London, who served his clerkship with Mr. J. H. Risque, of the firm of Messrs. Risque & Robson, of Manchester.

THIRD CLASS.

(In Alphabetical Order.)

James Dudley Percy Gray Bateman, who served his clerkship with Mr. Alfred Rogers Ford, of Weston-super-Mare, and Messrs. Pritchard, Englefield & Co., of London.

Henry Frederick Dudley Bingley, who served his clerkship with Mr. Alfred Thomas Simpson, of the firm of Messrs. Stone, Simpson & Mason, of Tunbridge Wells, and Messrs. Collyer-Bristow, Curtis, Booth, Birks & Langley, of London.

Rowland George Corbett, who served his clerkship with Mr. Frederick Theobald Langley, of the firm of Messrs. Fowler, Langley & Wright, of Wolverhampton, and Messrs. Miller & Smith, of London.

John Philip Farr, who served his clerkship with Mr. George Ernest Hart, of Uckfield.

George Donald Gray, who served his clerkship with Mr. James Gray, of Doncaster, and Messrs. Sharpe, Pritchard & Co., of London.

Stanley Gummer, who served his clerkship with Mr. William Michael Gichard, of Rotherham.

William George Jacobson, who served his clerkship with Mr. Frederick Acton, of Nottingham.

Percy Edward John Johnson, who served his clerkship with Mr. Charles Eustace Woolton, of the firm of Messrs. Burnham, Son & Lewin, of Wellingborough.

Richard Stathers Petty, B.A., London, who served his clerkship with Mr. Herbert Edward Harrowell, of York.

John Cecil Rash, who served his clerkship with Mr. H. Copley, of St. Ives (Hunts.), and Mr. E. Bevir, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Halsall, the Clement's Inn prize, value about £10; and the Daniel Reardon prize, value about 20 guineas.

To Mr. Willcox, the Clifford's Inn prize, value £5 5s.

To Mr. King, the John Mackrell prize, value about £9.

The Council have given class certificates to the candidates in the second and third classes. Eighty-five candidates gave notice for the examination.

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery Lane, London, W.C.,

16th February, 1912.

PRELIMINARY EXAMINATION.

the following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 7th and 8th of February, 1912:—

Allen, Albert George.
Auden, John Lorimer.
Beaton, Frederick William.
Birbeck, John Hugh Bates.
Bockett, Harold Arthur Palmer.
Bornemann, Max Eugene.
Bradbury, Thomas Peers.
Burt, Theodore Charles Arthur.
Carr, Bernard Compton.
Clark, Charles Eric.
Cockin, George Harold.
Coleman, Robert Edwin.
Collins, Horace Alexander.
Cowlshaw, William Eric.
Darbyshire, Wilfred.
Fisher, Gerald Leayroyd Hammond.
Fox, George Philip.
Freedman, Herbert.
Gibson, Frank Archibald Stanley.
Gill, Edwin Henry.
Gordon, James Miller.
Hamnett, William.
Hughes, David Wynford.

Jessopp, Augustus John.
Leader, Francis Gardner.
Leatham, Walter Henry.
Love, John Spearing Rogers.
Millar, Gerald Ernest Bruce.
Morris, Henry Matthew.
Myers, Arthur Francis.
O'Connor, Bryan.
Rowland, Glyn Venmore.
Rubinstein, Ronald Francis.
Scarth, Isaac Hinton.
Semken, William Richard.
Smith, Alexander Noel.
Taylor, Samuel John.
Thorpe, Joseph Herbert.
Treacher, Arthur Veary.
Wakefield, Montague Stephen.
Watson, Robert Owen.
Way, Ernest Edward Bruce.
Wilson, John Pitchforth.
Woodhouse, Leslie.
Young, Reginald Leonard Rumsey.

No. of candidates ... 82 Passed ... 45

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete at the Studentship Examination in June, 1912:—

Coleman, Robert Edwin.
Gordon, James Miller.
Leatham, Walter Henry.

Myers, Arthur Francis.
Smith, Alexander Noel.

Law Society's Hall, Chancery-lane, 23rd February, 1912.

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Students' Union of England and Wales.

The fourth house dinner of the season was held at Maxim's Restaurant, Wardour Street, W., on Friday, the 9th February, in con-

junction with the Chartered Accountants Students' Society. The chair was occupied by Mr. Somers Lewis. There was a good attendance. An excellent concert followed, contributed to by the following:—Messrs. J. F. Chadwick, R. F. Mattingly, F. S. Boxall, Harby, Davies and Garner Smith. The next house dinner is fixed for Friday, the 1st of March, at the same place.

The Union Society of London.

The sixteenth meeting of the session 1911-12 was held at 3, King's Bench-walk, Temple, E.C., on Wednesday, 6th March, at 8 p.m., the President being in the chair. The subject for debate was: "That in view of the existing industrial unrest, this House would welcome the extension of the system of labour co-partnership." Proposed by Mr. W. R. Willson, opposed by Mr. W. S. Jones. Other speakers were: Mr. Aubrey W. Davies, Mr. Z. Freedman, Mr. C. A. Glen, Mr. F. J. Gray, Mr. A. Safford, Mr. Crenlyn, Dr. Abel. The motion was carried by seven votes.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 21.—Chairman, Mr. F. Burgie.—The subject for debate was: "That this house regrets the decision of the House of Lords in *De Beers Consolidated Mines (Limited) v. British South Africa Co.*" Mr. Edward Jenks opened in the affirmative, Mr. R. F. Mattingly seconded in the affirmative; Mr. Henry T. Thomson opened in the negative, Mr. A. R. N. Powys seconded in the negative. The following members continued the debate:—Messrs. E. H. Coe, P. B. Henderson, W. M. Pleadwell, E. J. Kafka and H. M. Bowden. The motion was carried by four votes.

PLYMOUTH, STONEHOUSE AND DEVONPORT LAW STUDENTS' SOCIETY.—Jan. 25.—Mr. K. T. Tweedale Meaby (Assistant Town Clerk, Plymouth) in the chair.—Mr. Cyril J. Geldard moved: "That the case of *Ellis v. Banyard* (28 T. L. R. 122) was wrongly decided." The motion was opposed by Mr. Cedric H. Akaster, who was supported by Messrs. Basil H. Chown, H. J. Howland, J. Woodland, S. Leighton Heard, and E. Vosper. Mr. A. F. S. Harris, B.A., and Mr. F. S. Murray supported the motion. *Inter alia* the cases of *Cox v. Burbidge*, *Jones v. Lee*, *Higgins v. Searle* were discussed. Mr. Geldard having replied, the chairman summed up. The motion was lost by five votes.

Feb. 22.—The president, Mr. J. Y. Woolcombe, in the chair.—The subject for discussion was the following Law Notes moot:—"Colonel Allright lends money to the Honourable John Devereux Dashway, knowing that the latter intends to put it on Mercutio for the Lincolnshire. Can Colonel Allright recover this money by action from Dashway?" Mr. S. Leighton Heard opened the debate in the affirmative, and was seconded by Mr. Cyril J. Geldard. Mr. Cedric H. Akaster led in favour of the negative, and was supported by Mr. F. S. Murray. Messrs. J. Woodland, H. J. Howland, Lancelot V. Holt, S. Burridge, and Basil H. Prance also spoke. Mr. Heard having replied, the chairman summed up, and on the motion being put to the meeting the negative was carried by nine votes to three.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Feb. 27.—Mr. George Huggins in the chair.—Members present, twenty-three.—The following moot point was debated:—"Micawber borrows £1,000 at 5 per cent. interest from Ralph Nickleby on the security of a legal mortgage of Bleak House. Default having been made in payment of the £1,000. Nickleby, on 1st December, serves Micawber with a notice to pay off the money at the end of three months. On the 4th of December Micawber tenders the £1,000 with interest up to that date, but Nickleby refuses to accept it, claiming interest up to the 1st of March. Micawber refuses to pay any further interest. Can Nickleby exercise the power of sale given by the Conveyancing Act, 1881, after the 1st of March?" Mr. E. C. G. Clarke opened the affirmative, and was supported by Messrs. A. J. Long, J. Taylor, T. H. Knight, H. S. Brookes, B.A., and A. J. Hatwell. Mr. W. J. Blackham opened in the negative, and was supported by Messrs. J. D. Evans, H. Cooke, L. H. Beardmore, T. H. Ekins, S. H. Robinson, and B. G. Talbot. After the openers had replied, the Chairman summed up, and on the question being put to the meeting, the voting resulted: For the affirmative, 10; for the negative, 9.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 27.—Chairman, Mr. G. B. Willis.—The subject for debate jointly with the Union Society of London was, "That in the opinion of this House the Government has forfeited the confidence of the country." Mr. F. G. Erners opened in the affirmative. Mr. R. P. Groom-Johnson opened in the negative. The following continued the debate:—Messrs. Henderson, Horner, Vosper, Burgis, W. S. Jones, C. F. King and Blackwell. The motion was carried by six votes.

The Chancellor of the Duchy of Lancaster has, says the *Times*, appointed the first day of April, 1912, as the date on which the Salford Hundred Court of Record Act, 1911, shall come into force, and it is the Chancellor's intention that rules, orders, and scales of costs made by the Committee appointed under Section 13 of the Act shall also come into force on that day, provided that such rules and orders have been by that date approved by the authority empowered to make rules for the Supreme Court, as required by Section 13.

Companies.

Britannic Assurance Co. (Limited).

The forty-sixth ordinary general meeting of the company was held at the chief offices, Birmingham, Mr. F. T. Jefferson (chairman) presiding. The report for the year states that the funds have been strengthened by the addition of £303,967—the largest increase ever reported in any year of the company's history. The total premium income amounted to £1,223,673. The gross income from all sources amounted to £1,343,207. The accumulated funds, inclusive of capital paid up, now amount to £2,973,854. The claims (inclusive of surrenders) paid during the year amounted to £587,332, and included £136,609 paid under maturing endowment and endowment assurance policies.

Obituary.

Master Hewlett.

The death on Saturday last of Master William Oxenham Hewlett is announced. He was a son of Dr. Thomas Hewlett, the medical attendant at Harrow School. He was educated at Harrow, and was admitted in 1870. For twenty years he practised as a solicitor in Gray's Inn, and attained a considerable reputation as a genealogist. In 1890 he was appointed a Chief Clerk, subsequently transformed into a Master, and at the time of his death he held office in the chambers of Joyce and Eve, J.J. His death was, we believe, somewhat sudden, he having been absent only a few days from his chambers.

Mr. J. Troutbeck.

Mr. John Troutbeck, solicitor, died on Thursday in last week. He was a Cumberland man, the son of the late Dr. Troutbeck, Precentor of Westminster Abbey. He was educated at Westminster School and Queen's College, Oxford, and was admitted in 1884. In 1888 he received from the Dean and Chapter of Westminster the appointment of Coroner for the City and Liberty of Westminster, and in 1902 became Coroner for the South-Western District of London. In performing the duties of these offices Mr. Troutbeck adopted somewhat novel courses, some of which earned for him strong censure by the doctors; and in 1899 an inquest held by him on the Duke of Bedford, from which reporters were excluded, was the subject of discussion in Parliament. It is stated that he held more than 1,000 inquests in each year. He was secretary to the Governors of Westminster School. He was a skilled musician, and played in the orchestra at the last Coronation.

Legal News.

Appointments.

Mr. HUGH MURRAY STURGES, barrister-at-law, has been appointed Recorder of Tewkesbury in the place of the late Mr. Frederick Stroud.

Mr. HAROLD JOHN HASTINGS RUSSELL, barrister-at-law, has been appointed Recorder of Bedford, in the place of his Honour Judge Bonsey, resigned.

Mr. J. L. MARTIN, solicitor, the son of the Mayor of Reading, has been appointed borough coroner for Reading, in succession to the late Mr. William Weedon.

Changes in Partnerships, &c.

Dissolutions.

JOHN WESSLEY MARTIN, FREDERICK WILLIAM MARTIN, and JOHN LANCELOT MARTIN, solicitors (Martin & Martin), 16, Market-place, Reading. Feb. 23. Such business will be carried on in the future by the said John Wesley Martin and Frederick William Martin, under the said style or firm, at the address aforesaid; the said John Lancelot Martin will carry on the business of a solicitor at Reading aforesaid in his own name on his own account. [Gazette, March 1.]

ERNEST ORRELL BAKE, EDWARD STEVENSON ROCHE, SAMUEL TONKIN, and JOHN FETTES, solicitors (Cooper & Bake), 6 and 7, Portman-street, Portman-square, London. Feb. 29.

[Gazette, March 5.]

Information Required.

JOHN DOUGLAS.—Will any person having the custody of or who can give information as to a will of John Douglas, late of Stoke Newington and Broad-street, E.C., kindly communicate with Kingdon, Wilson, and Webb, solicitors, 3, Lawrence-lane, Cheapside?

General.

It is stated that the report of the Divorce Commission may be expected to be issued in July.

Mr. Justice Darling is suffering from an attack of bronchitis which has prevented his sitting in court this week.

EQUITY AND LAW

LIFE ASSURANCE SOCIETY,

18, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1844.

DIRECTORS.

Chairman—John Croft Deverell, Esq. Deputy-Chairman—Richard Stephens Taylor, Esq.
 Harold Agnew, Esq.
 Alexander Dingwall Bateson, Esq., K.C.
 C. E. Broughton, Esq.
 Edmund Church, Esq.
 Philip G. Collier, Esq.
 Robert William Diddin, Esq.
 Sir Kenneth E. Digby, G.C.B., K.C.
 Charles Baker Dimond, Esq.
 Sir Howard W. Elphinstone, Bart.
 The Hon. Mr. Justice Grantham.
 Richard L. Harrison, Esq.
 L. W. North Hickley, Esq.
 Archibald Herbert James, Esq.
 The Rt. Hon. Lord Macnaghten, G.C.M.G.
 William Maples, Esq.
 Edward Moberly, Esq.
 The Hon. Mr. Justice Phillimore.
 George Thompson Powell, Esq.
 Mark Lemon Romer, Esq., K.C.
 The Hon. Charles Russell.
 H. P. Bowling Trevelyan, Esq.

FUNDS EXCEED - - £4,750,000.

All classes of Life Assurance Granted. Reversions and Life Interests Purchased Loans on Approved Securities entertained on Favourable Terms.

W. P. PHELPS, Actuary and Secretary.

At the Penrith County Court, on the 1st inst., Judge Steavenson announced that owing to reasons of health he would retire immediately. He has been a judge of the Cumberland and Westmoreland County Court Circuit since 1891.

In the King's Bench Division, on Monday, says the *Times*, Mr. Justice Scrutton announced that in consequence of the alterations which had taken place in the train services owing to the coal strike his Lordship's Court would sit at 10.30 instead of a quarter past 10 this week, and that he would sit until half-past 4 o'clock, a quarter of an hour later than the usual time.

When the nomination of Mr. Pitney, Chancellor of the Court of Chancery of New Jersey, has been confirmed, Mr. Taft will, says the Washington correspondent of the *Times*, have filled by his appointments five out of the nine places on the Supreme Court Bench. He has also appointed a Chief Justice, Mr. White, from among the number of associate Judges who were on the bench when he entered the Presidency. This record has never been equalled since Washington filled the Court as first President of the United States, and it is a record upon which perhaps more than anything else the President's reputation will rest.

Mr. T. W. Richardson, I.C.S., has, says the *Times*, been appointed to act as an additional Judge of the High Court of Judicature at Fort William in Bengal for a period of two years. Three similar appointments were announced on February 26th, and this brings up the total strength of the Court to nineteen, or only one less than the maximum limit, which, by an Act of Parliament last year, was raised from fifteen to twenty. The restriction of the appointments to two years indicates that they are made for the purpose of clearing off the heavy arrears of work which accumulated in the Calcutta High Court during the currency of the prolonged political trials of recent years. It is anticipated in well-informed circles that in due course the new Province of Behar, Chota Nagpur, and Orissa will be provided with a separate High Court, thus providing a remedy for the congestion of business inevitable while the Calcutta Court has jurisdiction over a population aggregating to 86,500,000.

In the course of a sermon at the Temple Church on Sunday last, the Master of the Temple, says the *Times*, referred to the late Sir Gainsford Bruce. He said that the specially characteristic thing in the life of Sir Gainsford Bruce was its closing period. Crippled by a grievous infirmity, it might have been thought that there was nothing left for him to do. But that was not so. God gave him still a work to do—the work of shewing by his example how magnificently Christian fortitude might triumph over bodily weakness and disablement. He not only retained his interest in life; he retained in a wonderful way his active participation in the good deeds which had been to him throughout his career a duty and a joy. All who knew him would be the poorer for his loss; poor people, above all, would miss his unflinching kindness. In that church there ought to be mentioned the active interest which he took to the end in the Inns of Court Mission, with the foundation of which he had much to do.

At the Stratford Police Court, on Saturday last, says the *Times*, Francis G. Grimwood, of Ilford, was summoned by the Law Society for falsely pretending he was duly qualified to act as a solicitor on January 10th. The defendant pleaded "Guilty." Mr. Humphries, who prosecuted, said that a person to be qualified must have in force a duly stamped certificate. This certificate had to be taken out in November. Mr. Grimwood did not take up this certificate for 1911, and his right to practise expired in November, 1910. On January 10th, 1912, he conducted a case at a sitting of the Ilford County Court. As a preliminary to appearing he filled up a document containing the particulars of a counter-claim, and for this purpose acted as a solicitor. The defendant said a paper was issued to him in 1911, and until his attention was called to the fact in September, last year, he did not know that it had not been stamped. He would now have to approach the Law Society in another way. A fine of £10 was imposed, and in default of payment an order was made for distraint or two months' imprisonment.



BY APPOINTMENT.

GENERAL

ACCIDENT FIRE AND LIFE

ASSURANCE CORPORATION, LIMITED.

ESTABLISHED 1885.

Assets Over ... £2,000,000
Claims Paid EXCEED ... £4,000,000

CHIEF OFFICES: General Buildings, Perth.
General Buildings, Aldwych, Strand, London, W.C.

FIDELITY GUARANTEE INSURANCE.

Bonds accepted by the High Courts for Receivers and Administrators; by Board of Trade for Trustees in Bankruptcy and Liquidators.
Bonds also accepted by the Inland Revenue, Excise, Treasury, and other Government Departments.

CONTINGENCY RISKS.

Guarantees issued in respect of Lost or Missing Documents, Defective Title, Missing Beneficiaries, and Issue Risks. F. NORIE-MILLER, J.P., General Manager.

The *London Gazette* of the 1st inst. contains Orders in Council providing that the Northern and Salford divisions of Lancashire shall be united for the Spring Assizes under the name of the Spring Assize County No. 2, the Assizes being held at Manchester; and that the North and East Riding division and the West Riding division of Yorkshire shall be united under the name of Spring Assize County No. 3, the Assizes being held at Leeds.

In the House of Commons, on the 29th ult., Mr. MacNeill asked the Prime Minister whether his attention had been called to the fact that the House of Lords, sitting in its appellate jurisdiction, was frequently composed of an even number of Law Lords who were equally divided in opinion on the hearing of appeals, with the result that in such cases the appeal was dismissed; and whether, in view of the inconvenience and expense to the parties involved, he would take steps, by legislation or otherwise, to see that the Court should be composed of an uneven number of judges. Mr. McKenna said the Lord Chancellor informs me that the cases of an even division of opinion in the House of Lords are rare, and when this happens the decision of the Court below is affirmed. When practicable an uneven number is to be preferred, and is at present arranged if it can be done.

In the Admiralty Division of the High Court on Monday, says the *Evening Standard*, Mr. Justice Bargaive Deane, referring to his remarks last week on the practice in salvage actions, in which there had been a tender, of making the amount of such tender known to the Court before delivering its award, said that the question was, of course, a serious one, as it concerned the point whether the amount tendered was or was not up to the amount in the mind of the Court. He had looked at the rules governing such matters, and found that it did not say that the amount of the tender should be stated. Having suggested a variation in the practice of the Court, he thought it only right to consult the President of the Division (Sir Samuel Evans), who agreed with his view that the stating of the amount of the tender might affect the Court's view, but upon further consideration it was found that the practice was a very old one, and the President thought it was not advisable to alter it. "The result is," his lordship added, "that I do not propose, in view of the learned President's opinion, to make any alteration in the existing practice."

Mr. Pretyman, President of the Land Union, writes to the *Times* to inform the public that Sir Alexander Stenning, one of the Official Referees under the Finance (1909-10) Act, 1910, has recently given an important decision on a claim for increment value duty against which the owner has appealed. The case is that known as the "Palmer's Green" case, where increment duty was claimed on a small profit made on re-sale by the owner of a leasehold house. This claim was made in accordance with the "White paper" instructions issued by the Commissioners to the valuers to treat profits as site value. Sir Alexander Stenning has now held that, as there had been no actual increase in the value of the site, no duty is payable. This has always been the contention of the Land Union, and the Referee's decision is of very great importance to all owners of house property. Full particulars of the case can be supplied from the Land Union to owners or professional men applying for them. During the last month the Land Union has fought three appeals before Referees on questions of principle (one being the celebrated "Richmond" case). The decisions of the Referees are awaited with interest by all property owners, but, owing to the instructions given by the Reference Committee that all appeals are to be heard in private, no particulars are available to the public except through the action of the Land Union, as in the present instance. Professional men and their clients are thus left in ignorance of important decisions, and unnecessary expense and trouble are incurred.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application to James Gieve, Royal Naval Enquiry Agency, 65, South Molton-street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the **SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED)**. Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from London Office, 5, Cheapside, E.C. 'Phone 6002 Bank.—Advt.

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE OF				Mr. Justice JYCKE.	Mr. Justice SWINFEN EADY.
	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JYCKE.	Mr. Justice SWINFEN EADY.		
Monday March 11	Mr Farmer	Mr Leach	Mr Theod Church	Mr Borrer Leach		
Tuesday 12	Mr Bloxam	Mr Farmer	Mr Synges Goldschmidt	Mr Borrer Leach		
Wednesday 13	Mr Theod Church	Mr Synges Goldschmidt	Mr Borrer Leach	Mr Borrer Leach		
Thursday 14	Mr Synges Goldschmidt	Mr Borrer Leach	Mr Borrer Leach	Mr Borrer Leach		
Friday 15	Mr Synges Goldschmidt	Mr Borrer Leach	Mr Borrer Leach	Mr Borrer Leach		
Saturday 16	Mr Synges Goldschmidt	Mr Borrer Leach	Mr Borrer Leach	Mr Borrer Leach		

COURT OF APPEAL.

(Continued from page 330).
FROM THE KING'S BENCH DIVISION.
(Final and New Trial List.)
1912.

Mayor, &c, of Swansea v Harper appl of applicants from judgt of The Lord Chief Justice and Justices Pickford and Avory, dated Jan 25, 1912 (Jan 26)
Goode v Rhodesia Exploration and Development Co ld appln of plff for judgt or new trial on appl from verdict and judgt, dated Jan 24, 1912, at trial before Mr Justice Ridley and a special jury, Middlesex, and cross-notice by defts, dated Feb 21, 1912 (Jan 31)
Dorland Advertising Agency v Warner appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 29, 1912, at trial before Mr Justice Ridley and a special jury, Middlesex (Feb 6)
In re The London Building Act, 1894 Minturn v Barry appl of applicant from judgt of Justices Bankes and Lush, London, dated Dec 8, 1911 (Feb 6)
Cave and anr v Horsell appl of deft from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated Jan 13, 1912 (Feb 6)
Nicholson v Cowen appl of deft from judgt of Mr Justice Pickford, without a jury, Middlesex, dated Dec 21, 1911 (Feb 8)
Brockman and ors v The Mayor, &c, of the Borough of Folkestone appl of applicants Brockman and ors from judgt of The Lord Chief Justice and Justices Hamilton and Bankes, dated Dec 13, 1911 (Feb 8)
Dorland Advertising Agency v Warner and ors appln of plffs for judgt or new trial on appl from verdict and judgt, dated Jan 29, 1912, at trial before Mr Justice Ridley and a special jury, Middlesex (Feb 8)
Genn v Winkel appln of deft from judgt of Mr Justice Scrutton, dated Feb 2, 1912, without a jury, Middlesex (Feb 10)
Dare v Bognor Urban District Council appln of defts from judgt or new trial on appl from verdict and judgt, dated Feb 5, 1912, at trial before Mr Justice Avory and a common jury, Middlesex (Feb 14)
Ginsburg and anr v Jacques and ors appln of defts Jacques and the Jewish Press ld for judgt or new trial on appl from verdict and judgt, dated Feb 2, 1911, at trial before Mr Justice Phillimore and a special jury, Middlesex (Feb 15)
Cubison v Hands appln of plff for judgt or new trial on appl from verdict and judgt, dated Feb 9, 1912, at trial before Mr Justice Coleridge and a common jury, Middlesex (Feb 16)
White v London County Council appln of plff for judgt or new trial on appl from verdict and judgt, dated Jan 31, 1912, at trial before Mr Justice Avory and a common jury, Middlesex (Feb 21)

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors
(Final List.)
1912.

Olympic—1911—Folio 382 The Commissioners for executing the Office of Lord High Admiral of the United Kingdom v The Owners of the Steamship Olympic (damage) appl of defts from judgt of The President, dated Dec 19, 1911 (Jan 10)
The Hawke—1911—Folio 400 The Oceanic Steam Navigation Co ld, Owners of Steamship Olympic v Commander William F Blunt of the Steamship Olympic (damage) appl of plffs from judgt of The President, dated Dec 19, 1911 (Feb 9)
The Milton—1911—Folio 222 The Erith and Dartford Lighterage Co ld v The Owners of the Sailing Barge or Vessel Milton (damage) appl of defts from judgt of The President, dated Dec 5, 1911 (Jan 24)
The Milton—1911—Folio 222 Same v Same cross-notice of plffs, dated Feb 6, 1911 (Feb 9)

The Olympic—1911—Folio 382 The Commissioners for executing the Office of Lord High Admiral of the United Kingdom v The Owners of the Steamship Olympic (damage) appl of ptfis from judgt of The President, dated Dec. 19, 1911 (Feb 9)

With Nautical Assessors.

1911.

The Umsinga—1910—W—Folio 15 W Cory & Sons ld v The Owners of the ss "Umsinga" (damage) appl of ptfis from judgt of The President, dated May 19, 1911 (July 7)

The Fanny—1911—Folio 272 Thos Morgan v J S Davies, the Owner of the Vessel Lily Green and all others claiming against Vessel Fanny (limitation of liability) appl of ptfis from judgt of Mr Justice Bargaive Deane, dated July 26, 1911 (August 4)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1911.

Clark v Forster

Same v Same

Forster v Aldridge

In Re H Forster (ex parte J Jackson Clark, in Bankruptcy) appl of applicant, H W. Clarkson, from order of Mr Justice Ridley, dated Feb 20, 1911 (part heard) (Feb 25) (s o till after action before Parker, J)

Cholmeley and anr v Ogden and ors appl of deft, Green, from order of Mr Justice Hamilton, dated Oct 20, 1911 (Oct 26)

Same v Same appl of defts, S & J Ogden, from same order, dated Oct 20, 1911 (Oct 26) (s o for settlement)

Attorney-General v Storey (Revenue Side) appl of deft from order of Mr Justice Lush, dated Oct 18, 1911 (Nov 1) (s o for Attorney-General)

J Aird & Co v Lord Mayor, &c of Bristol appl of defts from order of Mr Justice Scrutton, dated Nov 15, 1911 (part heard) (Dec 4) (s o Feb 26)

General Electric Co ld v Great Western Ry Co (Railway and Canal Commission) appl of appls from judgt of Mr Justice A T Lawrence, The Hon A E Gathorne Hardy and Sir James Woodhouse, dated Dec 11, 1911 (fixed for Feb 26) (Dec 21)

1912.

The King v Thomas and ors, Justices of Halifax (ex parte Robinson) order nisi for mandamus (Jan 19)

Same v Same (ex parte Same) order nisi for prohibition (s o Feb 27) (Jan 19)

Saunders v Carboneau appl of ptfif from order of Mr Justice Bucknill, dated Jan 22, 1912 (s o security ordered) (Feb 8)

Smart v Jones appl of ptfif from order of Mr Justice Channell, dated Feb 15, 1912 (Feb 17)

Chapman v Fitzgerald appl of deft from order of Mr Justice Channell, dated Feb 15, 1912 (Feb 17)

Saunders v Carboneau appl of deft from order of Mr Justice Bucknill, dated Jan 22, 1912 (s o until No 33 heard) (Feb 20)

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

From foot of Hilary Printed List, ante, p. 228.

1911.

Butler v Burton-on-Trent Union appl of respts from award of County Court (Staffordshire, Burton-on-Trent), dated Dec 13, 1911 (Dec 23)

1912

Hartshorne v The Coppice Colliery Co appl of respts from award of County Court (Staffordshire, Walsall), dated Dec 13, 1911 (Jan 2)

Mallinder v Moores & Son ld and ors appl of respts from award of County Court (Cheshire, Hyde), dated Dec 15, 1911 (Jan 2)

Cole v Hughes appl of respt from award of County Court (Berkshire, Reading), dated Dec 15, 1911 (Jan 2)

Dinnington Main Coal Co ld v Bruins appl of applicants from award of County Court (Nottinghamshire, Worksop), dated Dec 2, 1911 (Jan 2)

Haines & Strange v Corbet appl of applicants from award of County Court (Gloucestershire, Cheltenham), dated Jan 1, 1912 (Jan 4)

Jones v New Brynmally Colliery Co ld appl of respts from award of County Court (Denbighshire, Wrexham), dated Dec 27, 1911 (Jan 15)

Johnson v Smith appl of respt from award of County Court (Northamptonshire, Peterborough), dated Dec 28, 1911 (Jan 17)

John Mowlem & Co ld v Dunne appl of applicants from award of County Court (Middlesex, West London), dated Jan 15, 1912 (Jan 23)

Charvill v Manser & Co ld appl of applicant from award of County Court (Herts, Ware), dated Jan 3, 1912 (Jan 23)

Brown v J I Thornycroft & Co ld appl of respt from award of County Court (Hampshire, Southampton), dated Jan 12, 1912 (Jan 24) (security ordered)

Schwartz v The India Rubber Gutta Percha Telegraph Works Co ld appl of applicant from award of County Court (Kent, Greenwich and Woolwich), dated Jan 10, 1912 (Jan 26)

Popple v Frodingham Iron and Steel Co ld appl of applicant from award of County Court (Lincolnshire, Brigg and Scunthorpe), dated Jan 15, 1912 (Jan 30)

Vaughan v Spiers & Pond ld appl of applicant from award of County Court (Middlesex, Brompton), dated Jan 19, 1912 (Feb 2)

Rees v Consolidated Anthracite Collieries ld appl of applicant from award of County Court (Carmarthenshire, Llandilofawr), dated Jan 17, 1912 (Feb 5)

Dobson v British Oil and Cake Mills ld appl of respts from award of County Court (Yorkshire, Kingston-upon-Hull), dated Jan 16, 1912 (Feb 5)

Ryan v Hartley appl of applicant from award of County Court (Yorkshire, Sheffield), dated Jan 18, 1912 (Feb 7)

Frith v Owners of ss. "Louisianian" appl of respts from award of County Court (Lancashire, Liverpool), dated Jan 29, 1912 (Feb 7)

The Owners of ship "Swanhilda" v Henricksen appl of applicant from award of County Court (Glamorgan, Cardiff), dated Jan 18, 1912 (Feb 8)

Peters v Owners of ship "Argol" appl of respts from award of County Court (Yorkshire, Goole), dated Jan 22, 1912 (Feb 10)

Cameron v The Port of London Authority appl of applicant from award of County Court (Surrey, Southwark), dated Feb 5, 1912 (Feb 14)

Palmer v Leith Hull and Hamburg Steam Packet Co appl of respts from award of County Court (Yorkshire, Middlesbrough), dated Jan 24, 1912 (Feb 14)

Schofield v W C Clough & Co appl of applicant from award of County Court (Lancashire, Salford), dated Feb 5, 1912 (Feb 16)

Judd v Metropolitan Asylums Board appl of applicant from award of County Court (Kent, Dartford), dated Jan 10, 1912 (Feb 16)

Perry, Ann, Widow v The Ocean Coal Co ld appl of respts from award of County Court (Glamorgan, Aberdare), dated Feb 3, 1912 (Feb 20)

Stinton v Brandon Gas Co ld appl of respts from award of County Court (Norfolk, Thetford), dated Feb 1, 1912 (Feb 21)

N.B.—The above list contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, &c., set down to February 21st, 1912.

The Property Mart.

Forthcoming Auction Sales.

March 20.—Messrs. FRANK JOLLY & JAMES, at the Mart, at 2: Freehold Residence (see advertisement, back page, this week).

March 29.—Messrs. DAVID J. CHATFIELD & SONS, at the Mart, at 2: Freehold Ground Rent (see advertisement, back page, Feb. 24).

April 1.—Messrs. TUCKETT & SONS, at the Mart, at 2: Leasehold and Freehold Properties (see advertisement, back page, this week).

Result of Sale.

REVERSIONS, LIFE INTERESTS, POLICIES, &c.

Messrs. H. E. FOSTER & CHAMFIELD held their usual Fortnightly Sale of these interests, at the Mart, on Thursday last, when the following Lots were sold at the prices mentioned, making a total of £1,220:—

The ABSOLUTE REVERSION to £1,500	Sold £710
" " £2,500	" £1,530
" " £2,000	" £380
" " £700	" £235
A POLICY of ASSURANCE for £300	" £230
" " £500	" £300
ANNUITY for £50 and POLICY for £200	" £225

Winding-up Notices.

London Gazette,—FRIDAY, MAR. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EUVO (1910) LTD.—Petn for winding up, presented Feb 23, directed to be heard Mar 12. Heywood & Ram, Outer Temple, 222, Strand, solrs for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 11.

ECLIPSE ASSURANCE CORPORATION LTD.—Petn for winding up, presented Feb 27, directed to be heard Mar 12. King & Co, 11, Queen Victoria st, solrs for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 11.

EDWIN J. PEARCE & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Percy Arthur Bates, 5, Friarln, Leicester, liquidator.

FRINTON-ON-SEA LAND PURCHASES & ESTATE LTD.—Creditors are required, on or before Mar 25, to send their names and addresses, and particulars of their debts or claims, to Harry Barker, c, Old Jewry, liquidator.

LONDON INVESTMENT SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 23, to send their names and addresses, and the particulars of their debts or claims to Robert Simpson, 72, Broad Street av Reader & Co, Coleman st, solrs for the liquidator.

LOZELLS INVESTMENT AND BUILDING SOCIETY, LTD—Petn for winding up, presented Feb. 2, directed to be heard at the Court House, Corporation at, Birmingham, Mar 14 at 10.30. Thomas & Co, 29, Temple row, Birmingham, solrs for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 13.

R J C FISHER, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 8, to send their names and addresses, and particulars of their debts or claims, to Oliver Sunderland, 15, Eastcheap, liquidator.

SEVEN PORTLAND CEMENT WORKS, LTD—Creditors are required, on or before Mar 25, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Smith, New Inn chambers, Gloucester Grimes, Gloucester, solr for the liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WILLIAM KNOWLES & SONS, LTD.—Petn for winding up, presented Feb 26, directed to be heard at St George's Hall, Liverpool, on Mar 15. Richardson & Co, 9, Cook st, Liverpool, solrs for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 16.

JOINT STOCK COMPANIES.

LIMITED IN ONANAH.

London Gazette.—TUESDAY, Mar. 5.

ALEXANDER LATIMER & Co, LTD.—Creditors are required, on or before April 15, to send their names and addresses and particulars of their debts or claims, to A. H. Partridge, 2, Gresham bldgs. Liquidator.

BLACKMORE VALE DAIRY CO, LTD.—Creditors are required, on or before April 6, to send their names and addresses, and particulars of their debts or claims, to Arthur Fitzwilliam Smith, Sherborne, Liquidator.

COLLINGSWOOD STEAM FISHING CO, LTD.—Petition for winding up, presented Mar 1, directed to be heard at Newcastle upon Tyne on Mar 14. R & E Kidd, 100, Howard St, North Shields, solers for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 13.

COOPER'S STORES, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Herbert Bull, 6A, Devonshire St, Bishopsgate, Liquidator.

EAST HOWLING CONSTITUTIONAL CLUB CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 14, to send their names and addresses, with particulars of their claims, to James Backle, 69, Swan arcade, Bradford, Liquidator.

EASTERN RANGOON SYNDICATE, LTD.—Creditors are required, on or before April 19, to send their names and addresses and the particulars of their debts or claims, to Frank Worham, 7, Laurence Pountney hill. Evelyn Jones & Co, Norfolk House, 7, Laurence Pountney hill, solers for the liquidator.

GOOLE SOCIAL CLUB, LTD.—Creditors are required, on or before Mar 18, to send their names and addresses, and the particulars of their debts or claims, to George William Townsend, Carlisle Chambers, Goole, Liquidator.

KOSMO LUBRIC OIL CO (1911), LTD.—Petition for winding up, presented Feb 26, directed to be heard Mar 21 at Town Hall, Ashton under Lyne, at 11. C. H. Booth, 132, Katherine St, Ashton under Lyne, agent for Lowless & Co, 29, Great St Helens. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 20.

ONAH MINES, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 28, to send their names and addresses, and the particulars of their debts or claims, to Charles Alfred Sack, 49 51, Eastcheap. Kekewich & Co, Suffolk Ln, solers to the liquidator.

RIO CLARO SAGI RAILWAY CO LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims to George Watson and William James Peake Mason, Friars House, New Broad St. Barchella, The Sanctuary, Westminster, solers to the liquidators.

ST. ANDREW (MALAY) RUBBER ESTATE, LTD.—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry Francis Hitchens, 7 & 8, Idol Ln. Simmonds & Carter, Broad Street House, solers for the liquidator.

TWENTIETH CENTURY PRESS, LTD.—Petition for winding up, presented Feb 29, directed to be heard Mar 19. Lydall & Sons, 37, John St, Bedford row, agents for Meadows & Co, Hastings, solers for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 18.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 23.

HENRY SIMMONS, LTD.

NORTH METROPOLITAN TRAMWAYS CO.

HARRIS & Co, LTD.

LONDON BUILDING ESTATES DEVELOPMENT CO, LTD.

S. C. A. B. (LONDON), LTD.

STANDARD TIME CO, LTD.

LONDON AND MANCHESTER OYSTER CO, LTD. (Reconstruction.)

SECOND DELTA TRUST LTD.

ANGLO EGYPTIAN SPINNING AND WEAVING CO, LTD.

GALES & Co, LTD.

SUDD FUEL (SUDDITE), LTD.

TRINIDAD STEAMSHIP CO, LTD.

ANTHUS BUCKART & Co, LTD.

ADAMANT LINING CO, LTD.

EL CALLAO GENERAL GOLD MINING CO, LTD.

HASTINGS, ST LEONARDS AND BEXHILL BILL POSTING AND ADVERTISING CO, LTD.

DAWSON'S MERCANTILE AGENCY, LTD.

PETERBOROUGH CITY GARAGE CO, LTD.

LONDON AND HOME COUNTIES PROPERTY CO, LTD.

London Gazette.—TUESDAY, Feb. 27.

INTERCONTINENTAL TRUST, LTD.

C. COUTIER & SON'S, LTD.

HARRIS TEN SIGN KING CO, LTD.

TIN PLATE BOX CO, LTD.

CITY OF LONDON SECURITIES AND INVESTMENT CORPORATION, LTD.

THEATRICAL PICTURE LOUNGES, LTD.

CORNACK AND MILNER, LTD.

EAGLEHAWK CONSOLIDATED GOLD MINING CO, LTD.

DONKIN BROS, LTD.

MADAGASCAR GOLD SYNDICATE, LTD.

WYVERN KID CO, LTD.

OGURA SYNDICATE, LTD.

MAIKOP ASSOCIATION, LTD.

ARCADIAN PAVILION CO, LTD.

KEN RA STEAMSHIP CO, LTD.

HARROW-IN-FURNESS MUTUAL SHIP INSURANCE CO, LTD.

London Gazette.—FRIDAY, Mar. 1.

COWES STEAM TUG CO, LTD.

NINGI EXPLORATION CO, LTD.

PROVINCIAL THEATRE OPERA GLASS SYNDICATE, LTD.

FESTIVAL FARMERS, LTD.

HINCKLEY OLYMPIA ROLLER SKATING PALACE AND ENTERTAINMENTS CO, LTD.

ROBERTS CEMENT CO, LTD.

BRISBANE CAFE, LTD.

KULA TIN SYNDICATE, LTD.

GEORGE WOOLLSGROFT (WEST KIRBY) CO, LTD.

THOMAS NESBITT & Co, LTD.

ROBBS TOWN WHARF AND WAREHOUSES, LTD.

COTHY MINES, LTD.

DEVON FURNITURE MANUFACTURING CO, LTD.

LEICESTER UNDERTAKING CO, LTD.

BRITISH EMPIRE AGENCY, LTD.

SUSSEX PORTLAND CEMENT CO, LTD.

WEST COAST SYNDICATE, LTD.

MARGATE AND DISTRICT LINKS, LTD.

MARGATE, BROADSTAIRS AND RAMSGATE ELECTRIC THEATRES, LTD.

SHUTLER, LTD.

London Gazette.—TUESDAY, Mar. 5.

SMITHIAN WORKMEN'S CLUB, LTD.

WILLIAM RAE & Co, LTD.

STEADFAST CO, LTD.

STANDARD FEATHER CO, LTD.

I. C. JOHNSON & Co, LTD.

PONTYPRIDD AND RHONDDA RINES, LTD.

G. W. BOOTH & Co, LTD.

N. G. SYNDICATE, LTD.

TRADES COMMERCIAL BANK, LTD.

LANCASHIRE ELECTRIC SHOE SHINE, LTD.

STEAMSHIP "KANARO" Co, LTD.

STEAMSHIP "SANTHELIER" Co, LTD.

ALEXANDER LATIMER & Co, LTD.

TIN LODES AND ALLUVIALS, LTD.

LONDON JUTE AND PRODUCE CO, LTD.

MOTOR SHOWROOMS (LONDON), LTD.

HOLDEN'S STORES, LTD.

BLACKMORE VALE DAIRY CO, LTD.

TRIUMPH OIL AND TRANSPORT CO, LTD.

EXPORTERS AND IMPORTERS LTD.

INVESTORS FREEHOLD AND LEASEHOLD CO, LTD (Amalgamation).

TUTTLE AND CASEY, LTD.

OLIVE OIL TRUST LTD.

ANTOINETTE LTD.

EASTERN RANGOON SYNDICATE LTD.

ST. ANDREW (MALAY) RUBBER ESTATE LTD.

LEUCOVICH, BANAZ AND HARRIS LTD.

Creditors' Notices

Under 22 & 23 Vict. cap. 35.

London Gazette.—TUESDAY, Feb. 27.

ADCOCK, WILLIAM HENRY, Birmingham, Grocer April 1 Adcock & Simmons, Birmingham

ALCOCK, WALTER, Weston super Mare April 8 Smith & Sons, Weston super Mare

ASHTON, WILLIAM BUXTON, Church E14, Finchley April 1 Ash on & Son, Sackville St

BACON, ROBERT GRESHAM, Brighton, Wine Merchant Mar 30 Morrison & Nightingale, Regate

BIGGS, ANNIE, Chelston, Torquay Mar 6 Hickman, Old Hill, Staffs

BRADLEY, ISAAC, Manchester, Rag Merchant April 9 Whitworth, Manchester

BROCKLEHAST, ALFRED, Melton Mowbray, Leicesters Mar 30 Oldham & Marsh, Melton Mowbray

BROWN, JOHN STANLEY, Leicesters, Licensed Victualler Mar 31 Hooper & Tansfield, Birmingham

CASTLE, TOM, Workshop, Coach Builder Mar 25 Hodding & Co, Worksop

CLARKE, RICHARD JOHN, Eastbourne Mar 25 Coles & Co, Eastbourne

COWARD, JOHN, Carlisle Fell, Lancaster Mar 30 Dobson, Kendal

DAVY, KATE, Sheffield Mar 30 H & A Maxfield, Sheffield

DENTITH, RICHARD, Manchester, Ironmonger Mar 20 Rowland, Manchester

DISBRY, EMMA LOUISA, Cambridge, Nurse April 9 R C and S Burrows, Cambridge

DOUGLAS, JAMES, Leatherhead, Surrey, Nurseryman Mar 31 Leonard & Piddach, Alderman's House, Bishopsgate

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

X

The Corporation has extended its operations, and, in addition to Licenses Insurance, now covers risks in connection with:—Fire, Consequential Loss, Burglary, Workmen's Compensation, Fidelity Guarantee, Third Party, etc., under a perfected Pooling system of Insurance.

X

APPLY FOR PROSPECTUS.

BRITANNIC ASSURANCE COMPANY, LIMITED.

ESTABLISHED 1866.

Chief Offices: BROAD STREET CORNER, BIRMINGHAM

Extracts from the DIRECTORS' REPORT for the Year ending December 31st, 1911.

The Directors have great pleasure in presenting the Statement of Accounts for the Year ended 31st December, 1911. A substantial **Increase in Income** has been accompanied by a gratifying **Decrease** in the ratio of **Expenditure**, and the **Funds** have been strengthened by the addition of **£303,967**—the largest increase ever reported in any year of the Company's history.

PREMIUM INCOME.—The Premium Income in respect of Life Assurance amounted to **£1,217,258**. The **Total Premium Income** amounted to **£1,223,673**. **TOTAL INCOME.**—The Gross Income from all sources amounted to **£1,343,207**.

ACCUMULATED FUNDS.—The Accumulated Funds, inclusive of Capital paid up, now amount to **£2,973,854**.

CLAIMS PAID.—The Claims paid during the year amounted to **£587,332**, and included **£136,609** paid under Maturing Endowment and Endowment Assurance Policies. **Total Claims Paid.**—The Total Claims paid by the Company up to the 31st December, 1911, amounted to **£8,159,790**.

ORDINARY BRANCH.—The Premium Income for the year amounted to **£231,826**. The Claims Paid in this Branch during the year amounted to **£117,310**.

INDUSTRIAL BRANCH.—The Premium Income for the year amounted to **£985,432**. The Claims Paid during the year in this Branch amounted to **£470,022**.

ANNUAL VALUATION.

The Annual Valuation of the Company's Policy Liabilities made by the Consulting Actuary, Mr. Thomas G. Ackland, F.I.A., F.F.A., shows a gross surplus of **£84,300**. The Directors have again declared a **Reversionary Bonus of 30 per cent. for the year** to all participating Policy-holders in the Immediate Profit Classes, and made adequate provision for the Policy-holders in the Accumulated Profit Classes.

J. A. JEFFERSON, F.I.A., Secretary.

FREDK. T. JEFFERSON, Chairman.

EVANS, SARAH, Seaforth, Lancs Mar 31	Hime & Giles, Liverpool	OWEN, SARAH ANNE, Cheltenham Mar 21	Thomas, Cheltenham
GARDNER, BENJAMIN, HAMBER, Beaumont Cot., nr Carnforth, Lancs Mar 31	Swainson & Son, Lancaster	PEARSON, LILY BEATRICE CAROLINE, Southend on Sea Mar 23	Fry, Southend on Sea
HOPKINSON, MARY, Morecambe Mar 31	Knight, Morecambe	PERSON, STEPHEN, Manchester Mar 25	A & G W Fox, Manchester
KNOWLES, JULIA, Deganwy, Carnarvon Mar 30	Bartley & Co, Liverpool	RHODES, MARY ANN, Whittingham, nr Preston Mar 20	Clarke & Son, Preston
LAMB, ROSINA, Clifden rd, Brentford Mar 30	Ruston & Co, High st, Brentford	SHIELD, GEORGE, High rd, Kilburn April 4	Maitland & Co, Knight Rider st
LAWRENCE, JOHN, Mawgan in Meenege, Cornwall Mar 20	Thomas, Helston	SMITH, ELIZABETH, Birkdale, Lancs Mar 25	Buck & Co, Southport
LIE, CHARLES ALFRED, MD, Kingston upon Hull May 1	Hearfield & Lambert, Hull	STAFFORD, ANNE, Earl's Court sq April 4	Cleaver & Co, Liverpool
MACPHER, KUTUSOFF, NICOLSON, Wyndham house, Sloane gdns, Chelsea Mar 31	Kekewich & Co, Suffolk Ln	SYKES, ELIZABETH, Clerkenwell Mar 30	Jones, Spital sq
MARCH, JOHN, COLEMAN, Southwell, Nottingham, Farmer April 6	L-rken & Co, Newark on Trent	TERW, AUGUSTA, Hove, Sussex Mar 30	Morrison & Nightingale, Reigate
MARTIN, ESKKIEL JOHN ERVIN, Lytham, Lancs April 9	Cooper & Sons, Manchester	WALL, ELIZABETH, Gravelly Hill, Warwick Mar 23	Wallace & Co, Birmingham
MORRIS, JOHN SAMUEL, Chipping Campden, Glos, Farmer Mar 30	Byrch & Co, Evesham	WALSH, ALFRED, Bartholomew sq, St Lukes, Surgical Instrument Maker Mar 30	Naumson & Son, Oxford st
NOAKES, MARY ANN, Highgate April 6	Habbarad & Co, 110, Cannon st	WARD, SETH, Sheffield, Bank Clerk April 1	Chadwick & Co, Dewsbury
		WATKIN, EDWARD, Birkenhead, Accountant April 16	Matthew & Co, Liverpool
		WELDON, HORACE, Mentone, France April 1	Lawrence & Co, Old Jewry chambers
		YOUNGSHUBAND, MARY, Babington rd, Stratham Mar 27	Potter & Co, Queen Victoria st

Bankruptcy Notices.

London Gazette.—FRIDAY, MAR. 1.

RECEIVING ORDERS.

ADAM, JAMES COCHRANE, Newcastle upon Tyne, Shipbroker Newcastle upon Tyne Pet Jan 17 Ord Feb 26
ANSLOW, ROBERT WILLIAM, Salford, Lincs, Baker Salford Pet Feb 27 Ord Feb 27
ASTOR, SAMUEL, Sale, Chester, Coal Merchant Manchester Pet Feb 23 Ord Feb 23
BAIRD, THOMAS, Willingale, Essex, Farmer Chelmsford Pet Jan 16 Ord Feb 23
BAYLISS, ALWORTH HENRY, ALBERT, Blunsdon, Wilts, Butcher Swindon Pet Feb 28 Ord Feb 28
BERRY, HORACE, Abingdon, Baker Tredegar Pet Feb 27 Ord Feb 27
BLACKBURN, HARRY, Morley, Yorks, Grocer Dewsbury Pet Feb 19 Ord Feb 26
BRADSHAW, JOHN WILLIAM, Altrincham, Cycle Agent Manchester Pet Feb 28 Ord Feb 23
BROOKS, HENRY, Leicester Leicester Pet Feb 26 Ord Feb 26
BROOKFIELD, JOHN, ANDREW, Foxberry rd, Brockley Greenwich Pet Feb 6 Ord Feb 27
COOPER, GEORGE ALFRED, Sheffield, Builder Sheffield Pet Feb 27 Ord Feb 27
FRITH, JAMES CASTLEWRIGHT, King's Norton, Warwick, Solicitor Birmingham Pet Oct 30 Ord Feb 26
GARDNER, WILLIAM, Manchester Manchester Pet Jan 5 Ord Feb 26
GEARING, MARTHA ANNE, Lordship ln, East Dulwich High Court Pet Feb 26 Ord Feb 23
HARGREAVES, EDWARD, Bolton, Slater Bolton Pet Feb 26 Ord Feb 26
HILTON, HERBERT ANTHONY, West Stanley, Durham, Grocer Newcastle upon Tyne Pet Feb 26 Ord Feb 26
HUDSON, MRS. E, Brighton Brighton Pet Jan 31 Ord Feb 27
LIGHTENBERG, R, Finchley rd, Jeweller High Court Pet Jan 24 Ord Feb 23
MARSDEN, JOHN ALLEN, Huddersfield, Waste Dealer Huddersfield Pet Feb 26 Ord Feb 26
MILLER, JOHN, Newark on Trent, Licensed Dealer Nottingham Pet Feb 28 Ord Feb 28
MOORE, ARTHUR, Norwich, Fish Dealer Norwich Pet Feb 27 Ord Feb 17
PENNINGTON, GEORGE, Hibaldstow, Lincs, General Carter Great Grimsby Pet Feb 26 Ord Feb 26
PEPLOW, HENRY THEODORE, Ashford, Kent, Dental Student Canterbury Pet Feb 26 Ord Feb 26
SHEA, OLIVER CHARLES, Bristol, Baker Bristol Pet Feb 27 Ord Feb 27
STRINGS, HERBERT EDWARD, Bristol, Draper Bristol Pet Feb 28 Ord Feb 23
TWEED, BENJAMIN, Sutton, St Helena, Lancs, Coal Miner Liverpool Pet Feb 27 Ord Feb 27
UNWIN, CHARLES FORTESCUE, Westminster, Wilts Frome Pet Feb 13 Ord Feb 26
WALGATE, GEORGE HENRY, Kingston upon Hull, Traveller Kingston upon Hull Pet Feb 17 Ord Feb 27
WHEATLEY, EDWARD, North Ormesby, Middlebrough, Driller Middlebrough Pet Feb 24 Ord Feb 24
WOOLHOUSE, JOHN, Claythorpe, nr Cambridge, Farmer Cambridge Pet Feb 27 Ord Feb 27

WORMALD, WILLIAM, Sowerby-Bridge, Yorks, Cart Driver Halifax Pet Feb 23 Ord Feb 26

Amended Notice substituted for that published in the London Gazette of Feb 20:

PLUMB, WARREN WILLIAM HENRY, Stony Stratford, Bucks, House Decorator Northampton Pet Feb 17 Ord Feb 17

Amended notice substituted for that published in the London Gazette of Feb 23:

HOLDROFT, JOSEPH, and JOHN JAMES HOLDROFT, Hanley, Coal Merchants Hanley Pet Feb 9 Ord Feb 20

FIRST MEETINGS.

ACKERLEY, WILLIAM JAMES, Altrincham, Cheshire, Coal Dealer Mar 9 at 11.30 Off Rec, Byrom st, Manchester
ADAMS, GEORGE WILLIAM, Fairbury, nr Ferrybridge, Yorks, Wheelwright Mar 11 at 11 Off Rec, 21, King st, Wakefield
ADAM, JAMES COCHRANE, Newcastle upon Tyne, Shipbroker Mar 11 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
AMOS, JOHN HENRY, Bolton, Smallware Dealer Mar 11 at 11.30 Off Rec, 19, Exchange st, Bolton
BECKWITH, HENRY WILLIAM, Huddersfield, Coffer Mar 11 at 3.45 Law Society's Room, Imperial arcade, New st, Huddersfield
BLACKBURN, HARRY, Morley, Yorks, Grocer Mar 11 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
BRINDLEY, JAMES, Chorley, Lancs Mar 11 at 11 Off Rec, 19, Exchange st, Bolton
BROOKES, HENRY, Leicester Mar 9 at 12 Off Rec, 1, Berdridge st, Leicester
BROOKFIELD, JOHN ANDREW, Foxberry rd, Brockley Mar 11 at 12.133 York rd, Westminster Bridge rd
CLEANSEY, ISAAC, Sunderland, General Dealer Mar 13 at 3 Off Rec, 3, Manor pl, Sunderland
GEARING, MARTHA ANNE, Lordship ln, East Dulwich, Grocer (Widow) Mar 12 at 11 Bankruptcy bldgs, Carey st
HANCOCK, WILLIAM NORTH, D'al, Kent, Fly Proprietor Mar 9 at 11.15 Off Rec, 68a, Castle st, Canterbury
HARDISTY, GEORGE EDWARD, Radford, Nottingham, Lace Manufacturer Mar 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
HARGREAVES, EDWARD, Bolton, Slater Mar 11 at 3 Off Rec, 19, Exchange st, Bolton
HAYARD, LEWIS, Llanelly, Provision Merchant Mar 12 at 11.30 Off Rec, 4, Queen st, Carmarthen
HILTON, HERBERT ANTHONY, West Stanley, Durham, Grocer Mar 11 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne
JONES, DAVID PACE, Morriston, Swansea, Millwright Mar 9 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
JONES, THOMAS, Hirwaun, Glam, Engine Driver Mar 11 at 11.30 Off Rec, St Catherine's chambers, St Catherine st, Pontypridd
LANBERT, PERCY LOFT, Nottingham, Plain Net Manufacturer Mar 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
LIGHTENBERG, R, Finchley rd, Jeweller Mar 12 at 12 Bankruptcy bldgs, Carey st
MARSDEN, JOHN ALLEN, Huddersfield, Waste Dealer Mar 11 at 2.45 Law Society's Room, Imperial arcade, New st, Huddersfield

PLUMB, WARREN WILLIAM HENRY, Stony Stratford, Bucks, Decorator Mar 9 at 12 Off Rec, The Parade, Northampton

RIMMER, WILLIAM JOHN WALKER, jud, Slaithwaite, Yorks, Slater Mar 11 at 3.15 Law Society's Room, Imperial arcade, New st, Huddersfield

SIDAWAY, HENRY CLIFFORD, Dudley, Worcester Mar 11 at 12 Off Rec, 1, Priory st, Dudley

TILLEY, HERBERT WILLIAM MOLYNEUX, Runcorn, Cheshire, Licensed Victualler Mar 9 at 11 Off Rec, Byrom st, Manchester

TUCKER, JANE, Bridgend, Glam Mar 11 at 3 117, St Mary st, Cardiff

WALGATE, GEORGE HENRY, Kingston upon Hull, Traveller Mar 12 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull

WHEATLEY, EDWARD, North Ormesby, Yorks, Driller Mar 11 at 11.30 Off Rec, Court chambers, Albert rd, Middlebrough

WORMALD, WILLIAM, Sowerby Bridge, Yorks, Cart Driver Mar 11 at 10.45 County Court, Prescott st, Halifax

Amended Notice substituted for that published in the London Gazette of Feb 23:

JONES, SAMUEL, JOHN, Amburst pk, London, Cigar Merchant Mar 11 at 12 Off Rec, 14, Bedford row, London

ADJUDICATIONS.

ANSLOW, ROBERT WILLIAM, Salford, Lincs, Baker Salford Pet Feb 27 Ord Feb 27
BAYLISS, ALWORTH HENRY ALBERT, Blunsdon, Wilts, Butcher Swindon Pet Feb 28 Ord Feb 28
BERRY, HORACE, Abingdon, Baker, Tredegar Pet Feb 27 Ord Feb 27
BOW, HENRY, London st, Greenwich, Wholesale Dealer High Court Pet Jan 10 Ord Feb 26
BRADSHAW, JOHN WILLIAM, Altrincham, Cycle Agent Manchester Pet Feb 28 Ord Feb 23
BROOKS, HENRY, Leicester Leicester Pet Feb 26 Ord Feb 26
CLEANSEY, ISAAC, Sunderland, General Dealer Sunderland Pet Feb 6 Ord Feb 23
COOPER, GEORGE ALFRED, Sheffield, Builder Sheffield Pet Feb 27 Ord Feb 27
GEARING, MARTHA ANNE, Lordship ln, East Dulwich High Court Pet Feb 26 Ord Feb 26
GRAY, ALFRED, Dagenham, Essex, Builder Chelmsford Pet Jan 27 Ord Feb 26
HARGREAVES, EDWARD, Bolton, Slater Bolton Pet Feb 26 Ord Feb 26
HILTON, HERBERT ANTHONY, West Stanley, Durham, Grocer Newcastle upon Tyne Pet Feb 26 Ord Feb 26
LOCKYER, ALFRED HERBERT, Brighton, Builder Brighton Pet Jan 26 Ord Feb 26
MARSDEN, JOHN ALLEN, Huddersfield, Waste Dealer Huddersfield Pet Feb 28 Ord Feb 26
MENZIES, JAMES, Southsea, Hants Portsmouth Pet Jan 10 Ord Feb 26
MILLER, JOHN, Newark on Trent, Licensed Dealer in Beer Nottingham Pet Feb 28 Ord Feb 23
MOORE, ARTHUR, Norwich, Fish Dealer Norwich Pet Feb 27 Ord Feb 27
PENNINGTON, GEORGE, Hibaldstow, Lincs, General Carter Great Grimsby Pet Feb 26 Ord Feb 26
PEPLOW, HENRY THEODORE, Ashford, Kent, Dental Student Canterbury Pet Feb 26 Ord Feb 26

PLUMS, WARREN WILLIAM HENRY, Stony Stratford, Bucks, House Decorator Northampton Pet Feb 17 Ord Feb 23
 SIME, OLIVER CHARLES, Bristol, Baker Bristol Pet Feb 27 Ord Feb 27
 SOPER, JAMES, Wandsworth, Builder Wandsworth Pet Feb 5 Ord Feb 23
 STRINGER, HERBERT EDWARD, Bristol, Draper Bristol Pet Feb 26 Ord Feb 26
 WALGATE, GEORGE HENRY, Kingston upon Hull, Traveller Kingston upon Hull Pet Feb 27 Ord Feb 27
 WHALLEY, EDWARD, Norwich, Middlebrough, Driller Middlebrough Pet Feb 24 Ord Feb 24
 WOOLHOUSE, JOHN, Claythorpe, nr Cambridge, Agent Cambridge Pet Feb 27 Ord Feb 27
 WORMALD, WILLIAM, Bowerby Bridge, Yorks, Cart Driver Halifax Pet Feb 26 Ord Feb 26
 Amended notice substituted for that published in the London Gazette of Feb 13.

KNIGHT, THOMAS WOODARD, Walthamstow, Leather Dealer High Court Pet Jan 11 Ord Feb 7

London Gazette.—TUESDAY, Mar. 5.

RECEIVING ORDERS.

ANDERSON, CARL ALFRED, Tunbridge Wells, Tailor Tunbridge Wells Pet Mar 2 Ord Mar 2
 ARMISHAW, FREDERICK, Tupsley, Hereford, Farm Labourer Hereford Pet Mar 1 Ord Mar 1
 ASKEW, JOHN THOMAS, North Bailey, Durham, Joiner Durham Pet Mar 2 Ord Mar 2
 ATHERTON, FREDERICK WILLIAM, His Majesty's Prison, Brixton Chester Pet Mar 2 Ord Mar 2
 BENNINGTON, HERBERT, Gt Grimsby, Fisherman's Outfitter Gt Grimsby Pet Mar 2 Ord Mar 2
 BOGIE, JAMES ROBERT, Hundleby, Lincs, Brewer's Traveler Boston Pet Mar 1 Ord Mar 1
 BURKERT, JOHN CHRISTIAN, St James' st, Walthamstow, Tobaccoist High Court Pet Mar 1 Ord Mar 1
 BUTTON, EDWARD JOHN, Cringleford, Norfolk, Farmer Norwich Pet Feb 10 Ord Mar 2
 BYERS, R. G., Luton, Beds, Building Owner Luton Pet Feb 17 Ord Feb 23
 CHARLTON, RONALD, Kingston upon Hull, Vanman Kingston upon Hull Pet Mar 2 Ord Mar 2
 CROWE, ELIZABETH, Salford, Lancs, Butcher Salford Pet Feb 29 Ord Feb 29
 EDEY, CHRISTOPHER HAMMOND, St George's rd, Wimb'edon, Journalist Kingston, Surrey Pet Feb 29 Ord Feb 29
 EDMONDSON, ELIZABETH ELLEN, Braithwaite, Cumberland Cockermouth Pet Feb 29 Ord Feb 29
 GARDNER, JOHN STARKIE, Tradesant rd, South Lambeth, Art Metal Worker High Court Pet Feb 6 Ord Mar 1
 GARDNER, JOHN STARKIE, Maidenhead, Metal Worker Windsor Pet Jan 16 Ord Mar 2
 CHARLES GREEN'S SONS, Rotherham, Builders Sheffield Pet Feb 21 Ord Feb 29
 HIGGINSON, JAMES, Brighouse, Newspaper Correspondent Halifax Pet Mar 1 Ord Mar 1
 HORSPOOL, CALER, Leicester, Builder Leicester Pet Feb 12 Ord Mar 1
 INGRAM, GEORGE, Walsall, Gtz Saddle Manufacturer Walsall Pet Mar 1 Ord Mar 1
 JEFFERSON, THOMAS, Hadleigh, Essex Enquiry Clerk Chelmsford Pet Mar 1 Ord Mar 1
 JONES, BENJAMIN, Newbridge, Mon, Grocer Newport, Mon Pet Feb 19 Ord Mar 1
 KERR, WILLIAM, Carlisle, nr Penrith, Nurseryman Carlisle Pet Feb 29 Ord Feb 29
 KILLBERRY, BENJAMIN GEORGE LEE, King William st, Philatelic Dealer High Court Pet Mar 1 Ord Mar 1
 LIPTRON, HERBERT WILLIAM, Pemberton, Wigan Joiner Wigan Pet Feb 29 Ord Feb 29
 MARCY, WILLIAM NICHOLS, Kingston, Surrey, Schoolmaster Kingston, Surrey Pet Mar 2 Ord Mar 2
 MONTGOMERY, FRANK, Smethwick, Staffs, Wholesale Jeweller Birmingham Pet Feb 29 Ord Feb 29
 MOXON, HILL INGLE, Chingford, Essex, Wholesale Warehouseman High Court Pet Mar 1 Ord Mar 1
 OGDEN, JAMES, Haworth, Yorks, Brewer Bradford Pet Feb 12 Ord Feb 26
 PACEY, JAMES, Glatton, Huntingdon, Farm Labourer Peterborough Pet Mar 1 Ord Mar 1
 PORTER, CHARLES, Shirland mews, Shirland rd, Paddington Cab Proprietor High Court Pet Feb 9 Ord Feb 23
 POWELL, CHARLES WILLIAM LE BRUN, Tregaron, Cardigan Carmarthen Pet Jan 4 Ord Feb 27
 RICHARDS, NATHANIEL ERNEST, and WILLIAM MUSTON, Hatfield rd, Wimbledon, Wallpaper Merchants Kingston, Surrey Pet Jan 19 Ord Feb 27
 ROBERTS, HENRY, Kingston upon Hull Kingston upon Hull Pet Feb 16 Ord Mar 1
 SHALLEY, HENRY, Greenwich, Furniture Dealer Greenwich Pet Mar 1 Ord Mar 1
 SHILL, JOHN ULRICH THEODORE, York st, St James' High Court Pet Feb 6 Ord Feb 29
 SIMMONDS, HERBERT ALBERT, New Charles st, Goswell rd, Brass Founder High Court Pet Feb 29 Ord Mar 1
 SKINNER, EDWARD MOSSMAN, Bottle, nr Liverpool, Book keeper Liverpool Pet Feb 29 Ord Feb 29
 STRANOWARD, GEORGE RICHARD, Pontnewynydd, Mon, Oil Merchant Newport, Mon Pet Feb 25 Ord Feb 25
 TUCKER, JOHN R. M., Hagon rd, Wandsworth Bridge rd High Court Pet Feb 8 Ord Feb 29
 WAKELING, DAVID, Spilby, Lincs, Draper Boston Pet Mar 2 Ord Mar 2
 WALKER, F. M., Southend on Sea, Export Merchant High Court Pet Dec 29 Ord Mar 2
 WATSON, JOSEPH, Ashton on Mersey, Chester, Parish Clerk Manchester Pet Mar 2 Ord Mar 2
 WERNHER, D. J., St James' st High Court Pet Nov 30 Ord Feb 29
 WINN, JOHN, Leeds Leeds Pet Feb 29 Ord Feb 29

FIRST MEETINGS.

BARNES, CHARLES, Pontywal, Mon, Grocer Mar 13 at 12 Off Rec, 144, Commercial st, Newport, Mon
 BATCLIFFE, ALWORTH HENRY ALBERT, Blunsdon, Wilts, Butcher Mar 14 at 4 Off Rec, 38, Regent circus, Swindon

BERRY HORACE, Abergavenny, Mon, Baker Mar 13 at 11 Off Rec, 144, Commercial st, Newport, Mon
 BLAKE, CHARLES, Plymouth, Devon, Dairyman Mar 14 at 3.30 7, Buckland st, Plymouth
 BRADBURY, JOHN WILLIAM, Altrincham, Cycle Agent Mar 13 at 2.30 Off Rec, Byron st, Manchester
 BURKERT, JOHN CHRISTIAN, St James st, Walthamstow, Tobaccoist Mar 15 at 11 Bankruptcy bldgs, Carey st
 COOPER, GEORGE ALFRED, Sheffield, Builder Mar 13 at 12.30 Off Rec, Figgies in, Sheffield
 DICKENS, FERGUS SAMUEL, Oxford, Farmer Mar 13 at 12 1, St Albans, Oxford
 EDMONDSON, ELIZABETH ELLEN, Braithwaite, Cumberland Mar 15 at 2.45 Court House, Cockermouth
 GARDNER, JOHN STARKIE, Tradesant rd, South Lambeth, Art Metal Worker Mar 13 at 1 Bankruptcy bldgs, Carey st
 HETWOOD, FRED, Manchester, Yarn Agent Mar 13 at 3 Off Rec, Byron st, Manchester
 HIGGINSON, JAMES, Brighouse, Newspaper Correspondent Mar 13 at 10.45 Court House, Halifax
 HOLDEN, MARY, Blackburn Mar 14 at 11.30 Off Rec, Byron st, Manchester
 HOLDEN, RICHARD, Blackburn, Wallpaper Stainer's Manager Mar 14 at 12 Off Rec, Byron st, Manchester
 HORSPOOL, CALER, Leicester, Builder Mar 13 at 3 Off Rec, 1, Berridge st, Leicester
 HUDSON, Mrs E, Brighton Mar 13 at 11 Off Rec, 12A, Marlborough pl, Brighton
 KERR, WILLIAM, Carlisle, nr Penrith, Nurseryman Mar 13 at 11 34, Fisher st, Carlisle
 KILLBERRY, BENJAMIN GEORGE LEE, King William st, Philatelic Dealer Mar 13 at 12 Bankruptcy bldgs, Carey st
 MONTGOMERY, FRANK, Smethwick, Staffs, Wholesale Jeweller Mar 15 at 11.30 Ruskinn chmbrs, 191, Corporation st, Birmingham
 MOXON, HILL INGLE, Chingford, Essex, Wholesale Warehouseman Mar 13 at 11 Bankruptcy bldgs, Carey st
 PEPELOW, HENRY THEODORE, Ashford, Kent, Dental Student Mar 13 at 11.45 Off Rec, 63A, Castle st, Canterbury
 PORTER, CHARLES, Shirland mews, Shirland rd, Paddington Cab Proprietor Mar 15 at 1 Bankruptcy bldgs, Carey st
 POWELL, CHARLES WILLIAM LE BRUN, Tregaron, Cardigan Mar 14 at 12 Off Rec, 4, Queen st, Carmarthen
 ROBERTS, HENRY, Kingston upon Hull Mar 14 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 ROBERTS, JOHN COLE, Glastonbury, Jeweller Mar 13 at 11.30 Off Rec, 25, Baldwin st, Bristol
 SHILL, JOHN ULRICH THEODORE, York st, St James' Mar 14 at 1 Bankruptcy bldgs, Carey st
 SIMMONDS, HERBERT ALBERT, New Charles st, Goswell rd, Brass Founders Mar 14 at 12 Bankruptcy bldgs, Carey st
 SIMS, OLIVER CHARLES, Bristol, Baker Mar 13 at 12 Off Rec, 25, Baldwin st, Bristol
 STANILAND, WILLIAM, Sheffield, Restaurant Keeper Mar 13 at 12 Off Rec, Figgies in, Sheffield
 STRANOWARD, GEORGE RICHARD, Pontnewynydd, Mon Oil Merchant Mar 13 at 11.30 Off Rec, 144, Commercial st, New ort, Mon
 STRINGER, HERBERT EDWARD, Bristol, Draper Mar 13 at 11.45 Off Rec, 30, Baldwin st, Bristol
 SWORDEN, JOHN CHARLES, Buntingford, Herts, Market Gardener Mar 13 at 12.30 Off Rec, 5, Petty Cury, Cambridge
 TUCKER, JOHN R. M., Hagon rd, Wandsworth Bridge rd, Mar 13 at 12 Bankruptcy bldgs, Carey st
 WALKER, F. M., Southend on Sea, Export Merchant Mar 14 at 11 Bankruptcy bldgs, Carey st
 WERNHER, D. J., St James' st Mar 15 at 11 Bankruptcy bldgs, Carey st
 WINN, JOHN, Leeds Mar 14 at 11 Off Rec, 24, Bond st, Leeds

ADJUDICATIONS.

ANDERSON, CARL ALFRED, Tunbridge Wells, Tailor Tunbridge Wells Pet Mar 2 Ord Mar 2
 ARMISHAW, FREDERICK, Tupsley, Hereford, Farm Labourer Hereford Pet Mar 1 Ord Mar 1
 ASKEW, JOHN THOMAS, North Bailey, Durham, Joiner Durham Pet Mar 2 Ord Mar 2
 ATHERTON, FREDERICK WILLIAM, His Majesty's Prison, Brixton Chester Pet Mar 2 Ord Mar 2
 BARNES, CHARLES, Pontywal, Mon, Grocer Newport, Mon Pet Feb 6 Ord Feb 27
 BENNINGTON, HERBERT, Great Grimsby, Fisherman's Outfitter Great Grimsby Pet Mar 2 Ord Mar 2
 BOGIE, JAMES ROBERT, Hundleby, Lincs, Brewer's Traveler Boston Pet Mar 1 Ord Mar 1
 BURKERT, JOHN CHRISTIAN, St James' st, Walthamstow, Tobaccoist High Court Pet Mar 1 Ord Mar 1
 CHARLTON, RONALD, Kingston upon Hull, Vanman Kingston upon Hull Pet Mar 2 Ord Mar 2
 CROWE, ELIZABETH, Salford, Lancs, Butcher Salford Pet Feb 29 Ord Feb 29
 EDEY, CHRISTOPHER HAMMOND, St George's rd, Wimbledon, Journalist Kingston, Surrey Pet Feb 29 Ord Feb 29
 EDMONDSON, ELIZABETH ELLEN, Braithwaite, Cumberland, Butcher Cockermouth Pet Feb 29 Ord Feb 29
 GRAHAM, BEN, Jun, Huddersfield, Builder Huddersfield Pet Feb 8 Ord Feb 29
 GREEN, THOMAS FERGUS, and CHARLES HORACE GREEN, Rotherham, Yorks, Builders Sheffield Pet Feb 21 Ord Mar 1
 HETWOOD, FRED, Manchester, Yarn Agent Manchester Pet Jan 27 Ord Mar 1
 HIGGINSON, JAMES, Brighouse, Newspaper Correspondent Halifax Pet Mar 1 Ord Mar 1
 HORSPOOL, CALER, Leicester, Builder Leicester Pet Feb 12 Ord Mar 1
 INGRAM, GEORGE, Walsall, Saddle Manufacturer Walsall Pet Mar 1 Ord Mar 1
 JEFFERSON, THOMAS, Hadleigh, Essex, Enquiry Clerk Chelmsford Pet Mar 1 Ord Mar 1

JOHNSTONE, FREDERICK JAMES, Belaise av, Hampstead, Costumer Brentford Pet Dec 19 Ord Mar 1
 JONES, HOWEL, Llanudno, General Ironmonger Bangor Pet Feb 14 Ord Mar 2
 KERR, WILLIAM, Carlisle, nr Penrith, Nurseryman Carlisle Pet Feb 29 Ord Feb 29
 KILLBERRY, BENJAMIN GEORGE LEE, King William st, Philatelic Dealer High Court Pet Mar 1 Ord Mar 1
 LIPTRON, HERBERT WILLIAM, Pemberton, Wigan, Joiner Wigan Pet Feb 29 Ord Feb 29
 MARCY, WILLIAM NICHOLS, Kingston, Surrey, Schoolmaster Kingston, Surrey Pet Mar 2 Ord Mar 2
 MONTGOMERY, FRANK, Birmingham, Wholesale Jeweller Birmingham Pet Feb 29 Ord Mar 2
 MOXON, HILL INGLE, Chingford, Essex, Wholesale Warehouseman High Court Pet Mar 1 Ord Mar 1
 PACEY, JAMES, Glatton, Hunts, Farm Labourer Peterborough Pet Mar 1 Ord Mar 1
 ROBERTS, EDITH HAMILTON WYNN, Granville pl, Portsmouth, High Court Pet Jan 15 Ord Feb 23
 ROBERTS, HENRY, Kingston upon Hull Kingston upon Hull Pet Feb 16 Ord Mar 2
 SCOTT, JOHN ADAM, Lawn rd, Hampstead, Tapestry Manufacturer High Court Pet Jan 6 Ord Mar 2
 SHALLEY, HENRY, Greenwich, Furniture Dealer Greenwich Pet Mar 1 Ord Mar 1
 STRANOWARD, GEORGE RICHARD, Pontnewynydd Mon Oil Merchant Newport, Mon Pet Feb 25 Ord Feb 29
 TUCKER, JOHN RICHARD MASTERS, Hagon rd, Wandsworth Bridge rd High Court Pet Feb 8 Ord Mar 2
 WAKELING, DAVID, Spilby, Lincs, Draper Boston Pet Mar 2 Ord Mar 2
 WATSON, JOSEPH, Ashton on Mersey, Chester, Parish Clerk Manchester Pet Mar 2 Ord Mar 2
 WINN, JOHN, Leeds Leeds Pet Feb 29 Ord Feb 29

Amended Notice substituted for that published in the London Gazette of Jan 6, 1908:

JARVIS, FRANCIS DANIEL JOHN, Reading, Builder Reading Pet Dec 1, 1902 Ord Dec 30, 1902

LONDON GUARANTEE AND ACCIDENT COMPANY, LIMITED.

Established 1859.

The Company's Bonds are Accepted by the High Court as SECURITY for RECEIVERS, LIQUIDATORS and ADMINISTRATORS, for COSTS in Actions where security is ordered to be given, by the Board of Trade for OFFICIALS under the Bankruptcy Acts, and by the Scotch Courts, &c., &c.

Claims Paid Exceed - £2,375,000.

Fidelity Guarantees, Accident and Sickness, Workmen's Compensation and Third Party, Fire and Consequential Loss, Burglary, Lift, Plate Glass and Motor Car Insurances.

HEAD OFFICE:—42-4, New Broad Street, E.C. West End Office: 61, St. James's Street, S.W.

EQUITABLE REVERSIONARY INTEREST SOCIETY, Limited.

10, LANCASTER PLACE, STRAND, W.C.

ESTABLISHED 1835. CAPITAL, £200,000.

Reversions and Life Interests in Landed or Funded Property or other Securities and Annuities PURCHASED or LOANS granted thereon.

Interest on Loans may be Capitalized.

C. H. CLAYTON, Joint F. H. CLAYTON, Secretaries.

REVERSIONARY INTEREST SOCIETY, LTD.

ESTABLISHED 1823.

Empowered by Special Acts of Parliament.

Reversions, Life Interests, and Policies bought. Advances on Reversions and Life Interests, either at annual interest or by way of deferred charge. Options for repurchase allowed. Low Costs on Loans regulated by Scale.

Paid-up Share and Debenture Capital, £764,825.

30, Coleman St., London, E.C.

Companies (Consolidation) Act, 1908.

BY AUTHORITY.



Every requisite under the Above Act supplied on the shortest notice.

The BOOKS and FORMS kept in Stock for immediate use SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed.

Solicitors' Account Books.

RICHARD FLINT & CO.,

Stationers, Printers, Engravers, Registration Agents, &c. 2, BLENKINSOP'S INN, FLEET STREET, LONDON, E.C.

Annual and other Returns Stamped and Filed.

2
4,
or
an
st,
er
ol-
er
re-
or-
t-
on
an
on-
on
rd
ds.
er 2
ed
rk,

ler

D

urt
and
ity
for
the

ss,
ty,
ar
C.

ed.

Pro-
D or

es.

TD.

ances
erest
chase

25.

908.

ITY.

the

e use
d and

O.,
,&c.